

AGENDA
LEXINGTON COUNTY COUNCIL

Committee Meetings

Tuesday, April 25, 2006

Second Floor - County Administration Building

212 South Lake Drive, Lexington, SC 29072

Telephone - 803-785-8103 -- FAX 803-785-8101

1:55 p.m. - 2:20 p.m. - Planning and Administration

- (1) Help America Vote Act (HAVA) & Election Assistance for Individuals With Disabilities (EAID) Grant - Registration & Elections - Dean Crepes - Director **A**
- (2) Update on Municipal Elections Conducted by Lexington County Registration & Elections - Registration & Elections - Dean Crepes - Director
- (3) Town of Irmo Arbor Day - Councilman John Carrigg, Jr. **B**
- (4) Community Development Block Grant (CDBG) Program 2006-2007 Annual Action Plan - Community Development - Ronald Scott, Director **C**
- (5) Old Business/New Business
- (6) Adjournment

2:20 p.m. - 2:55 p.m. - Justice

- (1) Memorandum of Understanding With the Town of Swansea - Sheriff's Department - Chief Bruce Rucker, Assistant Sheriff and Director of Public Safety and Homeland Security **D**
- (2) SC Court Case Management System - (May 15th Deadline) - Magistrate Court Services - Judge Gary Reinhart - Chief Magistrate **E**
- (3) Old Business/New Business
- (4) Adjournment

2:55 p.m. - 3:10 p.m. - Health & Human Services

- (1) Resolution in Support of Eau Claire Cooperative Health Centers, Inc. - JEDA Bonds - Parker Poe Adams & Bernstein, L.L.P. - Michael E. Kozlarek, Esq. **F**
- (2) Contract for Property Purchase **G**
- (3) Old Business/New Business
- (4) Adjournment

3:10 p.m. - 3:30 p.m. - Public Works

- (1) Low Impact Development Incentives - Public Works - John Fechtel, Director **H**
- (2) Reconsideration for Paving a Portion of Clay Hill Road - Public Works - John Fechtel, Director **I**
- (3) Old Business/New Business
- (4) Adjournment

3:30 p.m. - 4:05 p.m. - Economic Development

- (1) Economic Development Update - Mr. Mike Briggs, President - Central SC Alliance, 1201 Main Street, Columbia, SC 29201
- (2) Contractual Matter - Project Unity - Economic Development - Al Burns, Director
- (3) Old Business/New Business
- (4) Adjournment

4:05 p.m. - 4:15 p.m. - Rededication

- (1) Program Update - Human Resources - Katherine Doucett, Director
- (2) Old Business/New Business
- (3) Adjournment

Planning & Administration

J. Owens, Chairman
J. Jeffcoat, V Chairman
J. Carrigg, Jr.
B. Derrick
D. Summers
T. Cullum

Justice

S. Davis, Chairman
B. Derrick, V Chairman
J. Owens
B. Keisler
J. Kinard, Jr.
T. Cullum

Health & Human Services

J. Carrigg, Jr., Chairman
D. Summers, V Chairman
J. Owens
B. Keisler
J. Jeffcoat
T. Cullum

Public Works

B. Derrick, Chairman
B. Keisler, V Chairman
S. Davis
J. Owens
D. Summers
T. Cullum

Economic Development

J. Jeffcoat, Chairman
S. Davis, V Chairman
B. Derrick
J. Carrigg, Jr.
J. Kinard, Jr.
T. Cullum

Rededication

J. Jeffcoat, Co-Chair
S. Davis, Co-Chair
D. Summers
J. Owens
J. Carrigg, Jr.
T. Cullum

A G E N D A
LEXINGTON COUNTY COUNCIL

Tuesday, April 25, 2006

Second Floor - Council Chambers - County Administration Building

212 South Lake Drive, Lexington, South Carolina 29072

Telephone - 803-785-8103 FAX - 803-785-8101

4:30 P.M. - COUNCIL CHAMBERS

Call to Order/Invocation

Pledge of Allegiance

Employee Recognition - Art Brooks, County Administrator

Resolution J
(1) Regie and Brenda Price

Appointments K

Bids/Purchases/RFPs

- (1) EMS Protective Clothing & Accessories - Public Safety/EMS L
- (2) Glock 9 MM Semi-Automatic Guns - Sheriff's Department M
- (3) Motorola Radios and Accessories - Sheriff's Department N

Chairman's Report

Summer Meeting Schedule O

Administrator's Report

Presentation of FY 2006-2007 Recommended Budgets - Finance - Larry Porth, Director

Zoning Amendment

- (1) Zoning Map Amendment M06-03 - 2211 Lake Murray Blvd., Columbia, SC 29212 -
TMS# 002697-01-013 - Announcement of 1st Reading P

Ordinances

- (1) Ordinance 06-01 - Authorizing the Execution and Delivery of a Fee Agreement Between
Lexington County and SCE&G - 2nd Reading Q
- (2) Ordinance 06-02 - Amendment to Amend Ordinance 95-12 and to Approve the Amendment
of Joint County Industrial Park with Calhoun County - 2nd Reading R
- (3) Ordinance 06-03 - FY2006 - 07 General and Non-General Fund Budgets - 1st Reading
by Title S

Committee Reports

Health & Human Services, J. Carrigg, Jr., Chairman

- (1) Contract for Property Purchase - (Tab G)

Airport, T. Cullum, Chairman

- (1) Lexington County Airport at Pelion - Hangar Leases T
- (2) South Carolina Department of Commerce - Division of Aeronautics Grant Request U

Budget Amendment Resolutions

OLD BUSINESS/NEW BUSINESS

EXECUTIVE SESSION/LEGAL BRIEFING

MATTERS REQUIRING A VOTE AS A RESULT OF EXECUTIVE SESSION

ADJOURNMENT

COUNTY OF LEXINGTON
FINANCE DEPARTMENT

interoffice

MEMORANDUM

to: County Council

from: Kristi Hornsby, Manager of Grants Administration

subject: Help America Vote Act (HAVA) & Election Assistance for Individuals with Disabilities (EAID) Grant

date: April 17, 2006

Registration and Elections is asking for Council's approval to accept a grant from the South Carolina Election Commission in the amount of \$5,000. The grant is for paving the Ridge Road precinct.

There is no match required and no personnel involved with this grant.

Kristi Hornsby

From: "Dean Crepes" <dcrepes@lex-co.com>
To: <khornsby@lex-co.com>
Sent: Wednesday, April 12, 2006 7:54 AM
Subject: FW: Ridge Road precinct

The e-mail concerning the carry over or extension.....whatever it's called

-----Original Message-----

From: Garry Baum [mailto:gbaum@elections.sc.gov]
Sent: Tuesday, April 11, 2006 12:07 PM
To: Dean Crepes
Subject: RE: Ridge Road precinct

yes

>>> "Dean Crepes" <dcrepes@lex-co.com> 4/11/2006 11:53 AM >>>
Being this is so close to the end of the year 2006 will this carry over
to
physical year 2007?

-----Original Message-----

From: Garry Baum [mailto:gbaum@elections.sc.gov]
Sent: Tuesday, April 11, 2006 11:36 AM
To: ann long; carolyn bledsoe; dean crepes
Subject: Ridge Road precinct

Dean,

You are approved for \$5,000. for Ridge Road precinct for paving and
striping.
Thank you.

4/17/2006

Estimate**McGEE CONSTRUCTION COMPANY****POST OFFICE BOX 661****SALUDA, SC 29138****Office: 864-445-2857 Fax: 864-445-2857****FED ID #570485333 SC CONTRACTORS #G44365**

March 23, 2006

To:

RIDGE ROAD COMMUNITY CENTER

Ship to

DOUGLAS CAUGHMAN**1214 RIDGE ROAD****LEESVILLE SC 29070**

GRADE AND APPLY STONE BASE 3 INCHES TO 4 INCHES THICK. APPLY WEED KILLER.

PAVE WITH 2 INCHES OF HOT LAID ASPHALT AND RE-STRIP LINES IN (2) HANY-CAP PARKING SPACES. 20 FT WIDE X 341 FT DOWN BOTH SIDES AND FRONT

Total Estimated Job Cost	\$5,000.00

State of South

COMMISSIONERS

JOHN SAMUEL WEST
Chairperson

KARLES BOWERS, JR.

JOHN H. BUDGENS, III

JOHN D. MARTIN

PAMELLA W. PINSON



ELECTION

PHONE (803) 734-9060

FAX (803) 734-9366

www.state.sc.us/elec

MARCI ANDINO
Executive Director

DONNA C. ROYSON
Deputy Executive Director
Director, Voter Services

JANET REYNOLDS
Director
Administrative Services

GARRY BAUM
Director,
Public Information and
Training

KATHARINE MAHEWSKI
Public Information Officer

WAYNE HALL
Information Technology
Manager

To: County Election Commission
From: Garry Baum
Subject: HAVA EAID Grant – start up
Date: May 4, 2004

The 2004 grant money from the Help America Vote Act (HAVA) Health & Human Services Election Assistance for Individuals with Disabilities (EAID) is ready for distribution. The statewide allotment allowed for 2004 is \$120,173.

This is a continuation of the 2003 project. Because more money was requested than available in 2003, priorities were established. The 2003 priorities, according to most requested items, were

1. Handicapped ramp for polling place
2. Curb cuts for wheelchair access
3. Rails for entryway

The 2004 funds will concentrate on these next three items:

4. Paved parking
5. Handicapped striping of parking area
6. Handicapped parking signs
7. Add or redesign restrooms
8. Widen entryway/ restroom threshold
9. Various miscellaneous items

If your county requested funds for any of these three items, you are receiving an approval sheet of these items and the amount approved. The amount approved is according to your earlier documentation.

According to HAVA, our office must receive confirmation and verification that this work was done prior to payment. For the 2004 cycle, confirmation must be done this way:

1. Take a photo of the completed work and send that photo in with your bill; and
2. Write a confirmation stating you have viewed this completed work, and the work is what is required.

- continued -

After the work is completed, HAVA requires visual inspection from the State Election Commission. You may contact Garry Baum, and he will arrange a visit to the property renovated.

Payment *to your county treasurer* for this work is as follows.

1. Go ahead and have the specific work done for your approved renovations (see the following "Approved Renovations" page).
2. After the work is done, forward your bill, confirmation of work done, and address for bill to be paid to your county treasurer.

NOTE: The bill will be paid to your county treasurer, not your contractor.

3. Your bill and billing information should be sent to:
Janet Reynolds
SC Election Commission
Post Office Box 5987
Columbia SC 29250

Any questions about payment should be directed to Janet at 803.734.9069.

NOTE: See **Approved Renovations** page for specific requests from your county and what renovations are approved to date.

SUBARTICLE 5.

TEMPORARY LICENSES

SECTION 61-6-2000. Temporary permits for nonprofit organizations.

In addition to the minibottle licenses authorized under subarticle 1 of this article, the department may also issue a temporary license for a period not to exceed twenty-four hours to nonprofit organizations which authorizes these organizations to purchase and sell at a single social occasion alcoholic liquors in minibottles.

Notwithstanding any other provision of this article, the issuance of this permit authorizes the organization to purchase alcoholic liquors in minibottles from licensed retail dealers in the same manner that persons with biennial minibottle licenses are authorized to make these purchases. The fee for the permit is thirty-five dollars payable at the time of application. The permit application must include a statement by the applicant as to the amount of alcoholic liquors to be purchased and the nature and date of the social occasion at which they are to be sold. The issuance or nonissuance of permits authorized under this section is within the sole discretion of the department.

SECTION 61-6-2005. Temporary retail liquor license to sell liquors in sealed containers of two ounces or less upon purchase or acquisition of retail business.

(A) A person who purchases or acquires by lease, inheritance, divorce decree, eviction, or otherwise a retail business which sells alcoholic liquors in sealed containers of two ounces or less from a holder of a license to sell alcoholic liquors in sealed containers of two ounces or less at the business, upon initiating the application process for a permanent license, may be issued a temporary license by the department at the time of the purchase or acquisition if the location for which the temporary license is sought is not considered by the department to be a public nuisance and:

(1) the applicant currently holds a valid license to sell alcoholic liquors in sealed containers of two ounces or less; or

(2) the applicant has had a criminal history background check conducted by the State Law Enforcement Division within the past thirty days.

(B) A temporary license issued pursuant to subsection (A) is valid until a permanent license is approved or disapproved by the department, but in no case is it valid for more than one hundred twenty days from the date of issuance.

(C) Notwithstanding subsection (B), the department may revoke a temporary license if the applicant fails to pursue the permanent license in a timely manner, as set forth by the department by regulation.

(D) The department shall collect a fee of twenty-five dollars for each temporary license sought. The funds generated by this fee must be deposited in the general fund of the State.

SECTION 61-6-2010. Temporary permits upon referendum vote.

(A) In addition to the provisions of Section 61-6-2000, the department may issue a temporary permit to allow the possession, sale, and consumption of alcoholic liquors in sealed containers of two ounces or less. This permit is valid for a period not to exceed twenty-four hours and may be issued only to bona fide nonprofit organizations and business establishments otherwise authorized to be licensed for sales. The department shall charge a nonrefundable filing fee of one hundred dollars for processing each application and a daily permit fee of fifty dollars for each day for which a permit is approved. An application must be filed for each permit requested. The department must also offer the option of an annual fifty-two week temporary permit for a nonrefundable fee of three thousand dollars per year. However, the optional fifty-two week permit must not extend beyond the expiration date of the biennial license issued pursuant to this chapter. If the expiration date is less than fifty-two weeks from the date of the application for the optional fifty-two week permit, the department must prorate the three thousand dollar fee on a monthly basis. The department in its sole discretion shall specify

the terms and conditions of the permit.

(B)(1) The filing and permit fees must be distributed by the State Treasurer to the municipality or county in which the retailer who paid the fee is located. The revenue may be used only by the municipality or county for the following purposes:

- (a) capital improvements to tourism-related buildings including, but not limited to, civic centers, convention centers, coliseums, aquariums, stadiums, marinas, parks, and recreational facilities;
- (b) purchase or renovation of buildings which are historic properties as defined in Section 60-12-10(4) and (5);
- (c) festivals which have a demonstrable and significant impact on tourism;
- (d) local youth mentor programs to serve juvenile offenders under the jurisdiction of the family court;
- (e) contributions to matching funds necessary for a local government or entity to receive funding from the Legacy Trust Fund pursuant to Chapter 22 of Title 51;
- (f) contributions to a redevelopment authority pursuant to Section 31-12-10, et seq.;
- (g) acquiring fee and less than fee interest in land while it is still available to be held in perpetuity as wildlife preserves or believed to be needed by the public in the future for active and passive recreation uses and scenic easements, to include the following types of land: ocean, harbor, and pond frontage in the form of beaches, dunes, and adjoining backlands; barrier beaches; fresh and saltwater marshes and adjoining uplands; land for bicycle paths; land protecting existing and future public water supply, well fields, highway buffering and aquifer recharge areas; land for wildlife preserves; and land for future public recreational facilities;
- (h) nourishment, renourishment (resanding), and maintenance of beaches;
- (i) dune restoration, including the planting of grass, sea oats, or other vegetation useful in preserving the dune system;
- (j) maintenance of public beach access;
- (k) capital improvements to the beaches and beach-related facilities, such as public parking areas for beach access; dune walkovers and rest room facilities, with or without changing rooms, at public beach parks; and
- (l) construction and maintenance of drainage systems.

(2) The revenue may not be used for operating expenses of tourism-related buildings

(C)(1) Permits authorized by this section may be issued only in those counties or municipalities where a majority of the qualified electors voting in a referendum vote in favor of the issuance of the permits. The county or municipal election commission, as the case may be, shall conduct a referendum upon petition of at least ten percent but not more than seven thousand five hundred qualified electors of the county or municipality, as the case may be. The petition form must be submitted to the election commission not less than one hundred twenty days before the date of the referendum. The names on the petition must be on the petition form provided to county election officials by the State Election Commission. The names on the petition must be certified by the election commission within sixty days after receiving the petition form. The referendum must be conducted at the next general election. The election commission shall cause a notice to be published in a newspaper circulated in the county or municipality, as the case may be, at least seven days before the referendum. The state election laws shall apply to the referendum, mutatis mutandis. The election commission shall publish the results of the referendum and certify them to the South Carolina Department of Revenue. The question on the ballot shall be one of the following:

"Shall the South Carolina Department of Revenue be authorized to issue temporary permits in this (county) (municipality) for a period not to exceed twenty-four hours to allow the possession, sale, and consumption of alcoholic liquors in sealed containers of two ounces or less to bona fide nonprofit organizations and business establishments otherwise authorized to be licensed for consumption-on-premises sales?" or

"Shall the South Carolina Department of Revenue be authorized to issue temporary permits in this (county) (municipality) for a period not to exceed twenty-four hours to allow the possession, sale, and consumption of alcoholic liquors in sealed containers of two ounces or less to bona fide nonprofit organizations and business establishments authorized to be licensed for consumption-on-premises sales and to allow the sale of beer and wine at permitted off-premises locations without regard to the days or hours of sales?"

(2) A referendum for this purpose may not be held more often than once in forty-eight months.

(3) The expenses of any such referendum must be paid by the county or municipality conducting the referendum.

(D)(1) The municipal governing body may order a referendum on the question of the issuance of temporary permits to allow the possession, sale, and consumption of alcoholic liquors in sealed containers of two ounces or less in the following circumstances:

(a) parts of the municipality are located in more than one county;

(b) as a result of a favorable vote in a county referendum held pursuant to this section, permits may be issued in only the parts of the municipality located in that county; and

(c) the proposed referendum would authorize issuance of permits in the remaining parts of the municipality.

(2) The method of ordering a referendum provided in this subsection is in addition to the petition method provided in subsection (C). An unfavorable vote in a municipal referendum does not affect the authority to issue these permits in the part of the municipality located in a county where these permits may be issued.

(3) Upon receipt of a copy of the ordinance filed with the municipal election commission at least sixty days before the date of the general election, the commission must conduct the referendum at the time of the general election and publish and certify its results in the same manner as provided in subsection (C). Subsection (C)(2) does not apply to this referendum




County of Lexington

Community Development Department
212 South Lake Drive
Lexington, SC 29072
Phone: (803) 785-8121
Fax: (803) 785-8188

MEMORANDUM

TO: Planning and Administration Committee
Lexington County Council

THROUGH: Art Brooks, County Administrator

FROM: Ronald T. Scott, Community Development Director 

DATE: April 14, 2006

SUBJECT: Community Development Block Grant (CDBG) Program
2006-2007 Annual Action Plan

Lexington County will receive \$1,014,447 from the United States Department of Housing and Urban Development (HUD) to implement the Community Development Block Grant (CDBG) program for the 2006-07 FY. An Annual Action Plan is required that describes specifically how the County will utilize CDBG funds in the upcoming year. The Plan includes the projects approved by County Council and must be submitted to HUD no later than May 16, 2006.

The availability of the Plan and the public comment period was advertised in *The State* newspaper on March 30, 2006. The 30-day comment period will end April 30, 2006. The Plan is also posted on the County's website for public review. A public hearing on the Action Plan was held on April 14, 2006.

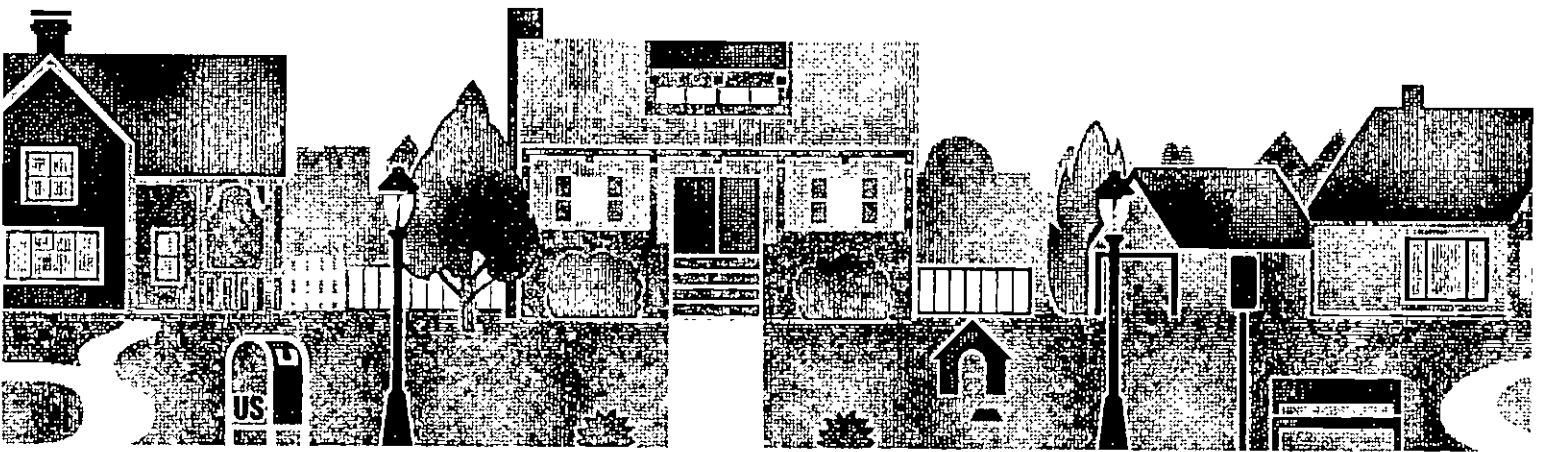
Requested Action: Committee recommendation to full Council for approval of the Community Development Block Grant Program 2006/2007 Annual Action Plan.

Lexington County
South Carolina

2006/2007

Community Development Block Grant

Annual Action Plan



PROGRAM YEAR 2006
JULY 1, 2006 – JUNE 30, 2007

Staff

RONALD T. SCOTT

Director(803)785-8121

GEORGE BISTANY

Community Development Administrator(803)785-8121

JASON BOOZER

Community Development Technician(803)785-8121

**Lexington County
Community Development Block Grant Program
212 South Lake Drive
Lexington, South Carolina 29072
(803) 785-8121
F (803) 785-8188
www.lex-co.com**

Table of Contents

	<u>TAB</u>
SF424 (APPLICATION FOR FEDERAL ASSISTANCE).....	1
INTRODUCTION	2
CITIZEN PARTICIPATION.....	3
RESOURCES	4
FEDERAL RESOURCES	
OTHER RESOURCES	
ACTIVITIES TO BE UNDERTAKEN	5
GEOGRAPHIC DISTRIBUTION	6
HOMELESS AND OTHER SPECIAL NEEDS ACTIVITIES	7
OTHER ACTIONS	8
OBSTACLES TO MEETING UNDERSERVED NEEDS	
FOSTER AND MAINTAIN AFFORDABLE HOUSING	
REMOVE BARRIERS TO AFFORDABLE HOUSING	
LEAD-BASED PAINT HAZARDS	
REDUCE THE NUMBER OF POVERTY LEVEL FAMILIES (ANTI-POVERTY STRATEGY)	
INSTITUTIONAL STRUCTURE AND COORDINATION OF RESOURCES	
PUBLIC HOUSING	
MONITORING.....	9
CERTIFICATIONS.....	10

**THE SF-424 FORM IS IN A SEPARATE DOCUMENT. IF YOU WOULD LIKE TO
REVIEW A COPY PLEASE CALL 785-8121 AND ASK FOR ASSISTANCE WITH THE
2006/2007 CDBG ACTION PLAN.**

Introduction

Lexington County has been a participant in the Community Development Block Grant (CDBG) Program since July 1, 2000. This program is sponsored by the US Department of Housing and Urban Development (HUD) and was established to combine several different, specific, federal grants into a single, flexible grant program.

The primary objective of the CDBG program is to develop sustainable communities through improved housing, living, and economic conditions. Activities under this program must predominately benefit persons of low- and moderate-income (defined by HUD as household income that is less than 80% of the area median income), must meet one of three national objectives, and must be eligible under the CDBG requirements.

The National Objectives for the CDBG program are to:

- Benefit low- and moderate-income persons
- Aid in the prevention or elimination of slums or blight
- Meet an urgent need

Lexington County's participation is through the Urban County Entitlement portion of this block grant. The County became eligible for this entitlement when its population exceeded 200,000 in the unincorporated area. The County receives funds directly from HUD each year, based on Congressional apportionment.

As part of the program's implementation, the County must develop a plan every five years for the upcoming five years. This is known as the Five-Year Consolidated Plan or simply as the Consolidated Plan. The current Five-Year Consolidated Plan was developed in conjunction with County Council and public input, as well as a review of various formal and informal needs assessments and a review of planned infrastructure improvements. The Consolidated Plan covers the period July 1, 2005 through June 30, 2009 and includes a community profile, plan for citizen participation, and a review of housing and homelessness data.

In accordance with HUD guidelines, the Annual Action Plan is developed each year to identify specific activities that address priorities and goals established in the Consolidated Plan.

In developing the Annual Action Plan, the County reviews the Consolidated Plan, seeks public input, and conducts formal or informal needs assessments to determine whether the direction set in the Consolidated Plan is still pertinent and whether additional needs have surfaced that may be met through the CDBG program.

Broad priorities for the County's CDBG program are described in the Consolidated Plan. They are:

- Priority Need 1: Ensure adequate and dependable public facilities are available to provide for basic and essential needs and service.

- Priority Need 2: Ensure adequate and safe infrastructure to meet basic needs of residents.
- Priority Need 3: Develop and produce plans and studies that will assist in identifying and evaluating community needs and establish strategies for implementation.
- Priority Need 4: Establish or support programs that provide needed public services and/or increase the level of service provided by existing programs.
- Priority Need 5: Support and provide assistance to nonprofit and for-profit entities that create, increase or retain employment opportunities for LMI persons.
- Priority Need 6: Provide and/or support adequate, safe and affordable housing.
- Priority Need 7: Provide mechanisms and forums for collaboration, coordination, and community capacity building.
- Priority Need 8: Support programs that provide housing and services for homeless populations.

Citizen Participation (TO BE FINALIZED AFTER 4/30/06)

A notice of availability and public hearing for the 2006/2007 Action Plan was published on March 30, 2006 in *The State* newspaper. This notice was published in the "Neighbors" section in all three Lexington County zones.

A public hearing is scheduled for April 14, 2006, at 3:00 p.m.

Resources

FEDERAL RESOURCES

CDBG funds are the only formula entitlement grant funds that Lexington County receives directly from HUD. Lexington County CDBG funds are not being used to meet local match requirements for any other HUD programs. All projects identified in this Action Plan will be funded from the County's 2006 CDBG allocation of \$1,014,447 or from uncommitted funds from previous years. No program income is anticipated. When feasible, the County will provide in-kind services, funds for operating costs, funds for furnishings and equipment, other available funds, or real property to carry out the activities identified in this plan.

The CDBG program regulations limit the amount of expenditure for administration of the program. In accordance with these limitations, Lexington County does not budget or spend more than 20% of the overall grant amount for administration during a program year. For this Action Plan, the County is limited to no more than 20% of \$1,014,447 or \$202,889 for

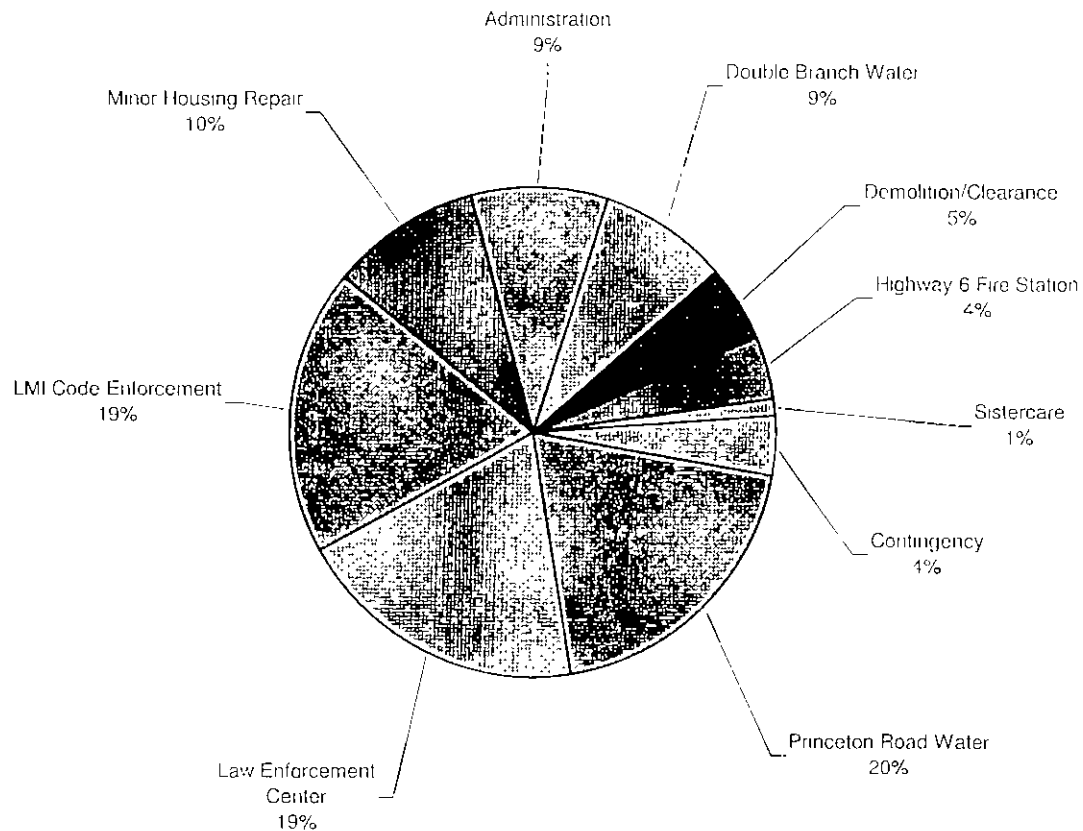
administration. The County has budgeted \$95,602 or 9% of the grant amount for Administration.

The CDBG program regulations also limit the amount of expenditure for public service activities. In accordance with these limitations, Lexington County does not budget or spend more than 15% of the overall grant amount for public service activities during a program year. For this action plan, the County is limited to no more than 15% of \$1,014,447 or \$152,167 for these activities. The County has budgeted \$12,000 or 1% of the grant amount for Public Service Activities.

PROGRAM YEAR 2005 FUNDING SOURCES	
CDBG	\$1,014,447
CDBG – Prior Years (estimated)	\$84,333
HOME	\$0
ESG	\$0
HOPWA	\$0
ADDI	\$0
PROGRAM INCOME	\$0
TOTAL:	\$1,098,780

2006/2007 PROJECTS			
Activities	Total Funds Allocated	2006 Program Funds	Previous Years Funds
Public Facilities			
Highway 6 Fire Station	\$41,000	\$41,000	
Law Enforcement Center – Lexington County Airport at Pelion	\$198,104	\$198,104	
Infrastructure			
Princeton Road Water	\$200,000	\$200,000	
Double Branch Neighborhood Water	\$87,275	\$87,275	
Neighborhood Revitalization			
Minor Housing Repair Program	\$100,000	\$100,000	
Demolition and Clearance Program	\$50,000	\$50,000	
LMI Areas Code Enforcement	\$191,047	\$191,047	
Public Services			
Sistercare	\$12,000	\$12,000	
Administration			
CDBG Program Administration	\$179,935	\$95,602	\$84,333
Contingency			
2006 Program Contingency	\$39,419	\$39,419	
TOTAL:	\$1,098,780	\$1,014,447	\$84,333

2006/2007 CDBG PROJECTS GRANT AWARD: \$1,014,447



2006/2007 Projects	2006 Funds
Princeton Road Water	\$200,000
Law Enforcement Center – Lexington County Airport at Pelion	\$198,104
LMI Areas Code Enforcement	\$191,047
Minor Housing Repair Program	\$100,000
CDBG Program Administration	\$95,602
Double Branch Neighborhood Water	\$87,275
Demolition and Clearance Program	\$50,000
Highway 6 Fire Station	\$41,000
2006 Program Contingency	\$39,419
Sistercare	\$12,000
TOTAL:	\$1,014,447

OTHER RESOURCES

Local (\$225,000)

The Law Enforcement Center project will be constructed on land owned by Lexington County. The value of the entire parcel is estimated to be approximately \$225,000.

Sub-Recipients (\$20,000+)

The Lexington County Joint Municipal Water and Sewer Commission is providing in-kind services for the Princeton Road Water project including Davis-Bacon compliance, engineering and contract administration. The value of this contribution is estimated to be at least \$20,000.

County of Lexington In-Kind

The Public Safety Department will provide oversight on the Highway 6 Fire Station and Law Enforcement Center projects.


A number of other resources, including private, non-profit, local, State and Federal Programs, can be used to address housing, community development and special needs. Approximately sixty-nine organizations provide services on a Statewide or regional basis for non-homeless special needs populations, including the elderly, low-income families, persons with mental and physical disabilities, and persons with AIDS/HIV. These organizations provide advocacy, direct assistance, funding, information, or referrals for those populations.

The majority of funding for housing and community development programs in Lexington County originates from Federal sources. Some programs including CDBG, Low Income Housing Tax Credits (LIHTCs), Section 8 rental assistance programs and Low Income Home Energy Assistance (LIHEAP), are allocated based on formulas. Other programs are available only on a demonstration basis or through a competitive process on a national or regional level. These sources of funds are more difficult to obtain and less secure as a long-term funding source.


Activities to be Undertaken

PROJECT DESCRIPTIONS

HIGHWAY 6 FIRE STATION

Description This fire station will provide coverage to a large rural area of the county that is currently more than 5 miles from any fire safety facility. The project will include costs for architectural design, land purchase and construction costs. Fire equipment will also be included to support the facility including 12 personal fire protection outfits, 15 monitors/receivers, and 6 radios.			
Eligibility Citation:	570.201 (c)	Funding:	
		CDBG 2006:	\$41,000
National Objective:	570.208 (a) (1) Low Mod Area	CDBG 2005:	\$111,440
HUD Matrix Code:	030 – Fire Station/Equipment	CDBG 2004:	\$435,000
Location:	Highway 6 between Fish Hatchery Road and Meadowfield Road	Other:	\$0
		TOTAL:	\$587,440
Priority Need:	Ensure adequate and dependable public facilities are available to provide for basic and essential needs and service.		
Objective:	Suitable living environment		
Outcome(s):	<ul style="list-style-type: none"> • Availability/Accessibility • Affordability • Sustainability 		
Outcome Statement(s):	<ul style="list-style-type: none"> • Enhance Suitable Living Environment through Improved Accessibility • Enhance Suitable Living Environment through Improved or New Affordability • Enhance Suitable Living Environment through Improved or New Sustainability 		
Beneficiaries:	This project will serve approximately 78.5 sq miles of LMI block groups. This will reduce insurance rates and decrease response times.		Completion Date:
			July 1, 2007
Current Status:	Environmental assessment complete. Acquisition in progress. Architectural design is underway. Construction expected within 6-8 months.		
Administered by:	Lexington County Community Development Block Grant staff		

LAW ENFORCEMENT CENTER – LEXINGTON COUNTY AIRPORT AT PELION

Description This law enforcement substation will increase law enforcement presence at the County's new airport near the Town of Pelion. The project will include costs for an environmental assessment, architectural design, land purchase and construction costs.									
Eligibility Citation:	570.201 (c)	Funding: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">CDBG 2006:</td> <td style="width: 50%; text-align: right;">\$198,104</td> </tr> <tr> <td>CDBG 2005:</td> <td style="text-align: right;">\$664,249</td> </tr> <tr> <td>TOTAL:</td> <td style="text-align: right;">\$862,353</td> </tr> </table>		CDBG 2006:	\$198,104	CDBG 2005:	\$664,249	TOTAL:	\$862,353
CDBG 2006:	\$198,104								
CDBG 2005:	\$664,249								
TOTAL:	\$862,353								
National Objective:	570.208 (a) (1) Low Mod Area								
HUD Matrix Code:	03E – Neighborhood Facilities								
Location:	Lexington County Airport at Pelion								
Priority Need:	Ensure adequate and dependable public facilities are available to provide for basic and essential needs and service.								
Objective:	Suitable living environment								
Outcome(s):	<ul style="list-style-type: none"> Availability/Accessibility Affordability Sustainability 								
Outcome Statement(s):	<ul style="list-style-type: none"> Enhance Suitable Living Environment through Improved Accessibility Enhance Suitable Living Environment through Improved or New Affordability Enhance Suitable Living Environment through Improved or New Sustainability 								
Beneficiaries: This project will serve a large area of LMI block groups. The project will provide greater law enforcement coverage for the area that will improve the quality of life for residents.		Completion Date: <div style="text-align: center;">July 1, 2007</div>							
Current Status: Environmental assessment has been completed. Architectural design is underway. Construction expected within 6-8 months.									
Administered by:	Lexington County Community Development Block Grant staff								

PRINCETON ROAD WATER


Description

This project will consist of the installation of approximately 5,500 LF of 12" water main along Princeton Road between Ramblin Road and Edmund Highway. In addition to providing water service to residents of Princeton Road, the project will also help fire flow and allow for future water service extensions to other low and moderate-income areas nearby. The Lexington County Joint Municipal Water and Sewer Commission is providing in-kind services for the project including engineering and contract administration.



Eligibility Citation:	570.201 (c)	Funding:	
		CDBG 2006:	\$200,000
National Objective:	570.208 (a) (1) Low Mod Area	Joint Municipal	\$20,000
HUD Matrix Code:	03J – Water/Sewer Improvements	Water & Sewer Commission	
Location:	Princeton Road		
		TOTAL:	\$220,000
Priority Need:	Ensure adequate and safe infrastructure to meet basic needs of residents.		
Objective:	<ul style="list-style-type: none">• Suitable Living Environment• Decent Housing		
Outcome(s):	<ul style="list-style-type: none">• Availability/Accessibility• Sustainability		
Outcome Statement(s):	<ul style="list-style-type: none">• Enhance Suitable Living Environment through Improved Accessibility and Sustainability• Create Decent Housing with Improved Availability and Sustainability		
Beneficiaries: There are approximately 32 homes on this road that will benefit from the project.		Completion Date: July 1, 2007	
Current Status: New Project			
Administered by:	Lexington County Joint Municipal Water and Sewer Commission		

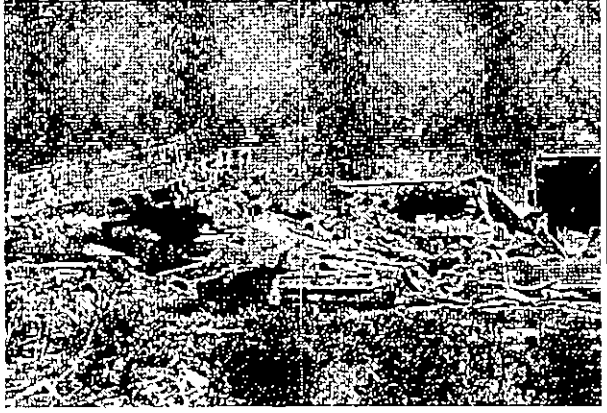
DOUBLE BRANCH NEIGHBORHOOD WATER

Description			
The Double Branch Road area is a predominately low-and-moderate-income neighborhood and in need of infrastructure, particularly water service. This project would provide potable water to remaining underserved portions of the area, as well as install three fire hydrants along Double Branch.			
Eligibility Citation:	570.201 (c)	Funding:	
		CDBG 2006:	\$87,275
National Objective:	570.208 (a) (1) Low Mod Area		
HUD Matrix Code:	03J – Water/Sewer Improvements	TOTAL:	\$87,275
Location:	Unincorporated area of Double Branch Road		
Priority Need:	Ensure adequate and safe infrastructure to meet basic needs of residents.		
Objective:	<ul style="list-style-type: none"> • Suitable Living Environment • Decent Housing 		
Outcome(s):	<ul style="list-style-type: none"> • Availability/Accessibility • Sustainability 		
Outcome Statement(s):	<ul style="list-style-type: none"> • Enhance Suitable Living Environment through Improved Accessibility and Sustainability • Create Decent Housing with Improved Availability and Sustainability 		
Beneficiaries:	This project will benefit low-and-moderate-income residents of the unincorporated area of the neighborhood.		Completion Date:
			July 1, 2007
Current Status:	New Project		
Administered by:	City of West Columbia		


MINOR HOUSING REPAIR PROGRAM

Description This project is to assist low-and-moderate income homeowners with minor repairs to their home. The plan for this year is to assist approximately twenty homeowners. The total amount of assistance per household will not exceed \$5,000.			
Eligibility Citation:	570.202	Funding: CDBG 2006: \$100,000	
National Objective:	570.208(a)(2) Limited Clientele Activities		
HUD Matrix Code:	14A – Rehab; Single-Unit Residential	Lex. County Building Inspections	\$10,000
Location:	LMI households in unincorporated Lexington County	TOTAL:	\$110,000
Priority Need:	Provide and support adequate, safe and affordable housing.		
Objective:	<ul style="list-style-type: none"> • Suitable Living Environment • Decent Housing 		
Outcome(s):	<ul style="list-style-type: none"> • Availability/Accessibility • Affordability • Sustainability 		
Outcome Statement(s):	<ul style="list-style-type: none"> • Enhance Suitable Living Environment through Improved Accessibility, Affordability, and Sustainability • Create Decent Housing with Improved Accessibility and Sustainability 		
Beneficiaries: This project will potentially benefit low and moderate homeowners and their dependants of the unincorporated areas of the County.		Completion Date: July 1, 2007	
Current Status: New Project			
Administered by:	Lexington County Community Development Block Grant staff		


DEMOLITION AND CLEARANCE PROGRAM

Description This project will assist property owners with the voluntary removal and disposal of mobile homes and derelict structures that do not have the funds to pay for removal.			
Eligibility Citation:	570.201(d)	Funding: CDBG 2006: \$50,000	
National Objective:	570.208(a)(2) Limited Clientele Activities		
HUD Matrix Code:	04 – Clearance and Demolition	Building Inspections Department	\$5,000
Location:	Unincorporated areas of Lexington County	TOTAL:	\$55,000
Priority Need:	Establish or support programs that provide needed public services or increase the level of service provided by existing programs.		
Objective:	<ul style="list-style-type: none"> • Suitable Living Environment • Decent Housing 		
Outcome(s):	<ul style="list-style-type: none"> • Availability/Accessibility • Affordability • Sustainability 		
Outcome Statement(s):	<ul style="list-style-type: none"> • Enhance Suitable Living Environment through Improved Accessibility, Affordability, and Sustainability • Create Decent Housing with Improved Accessibility and Sustainability 		
Beneficiaries: This project will benefit low and moderate homeowners and residents of the unincorporated areas of the County.		Completion Date: July 1, 2007	
Current Status: New Project.			
Administered by:	Lexington County Community Development Block Grant staff		

LMI CODE ENFORCEMENT

Description A new program to target code enforcement activities in low-and-moderate-income areas of the County by hiring two code enforcement officers with the appropriate equipment.			
Eligibility Citation:	570.202(c)	Funding: CDBG 2006: \$191,047	
National Objective:	570.208 (a) (1) Low Mod Area		
HUD Matrix Code:	15 – Code Enforcement		
Location:	Unincorporated LMI Areas	TOTAL:	\$191,047
Priority Need:	Provide and support adequate, safe and affordable housing.		
Objective:	<ul style="list-style-type: none"> • Suitable Living Environment • Decent Housing 		
Outcome(s):	<ul style="list-style-type: none"> • Availability/Accessibility • Affordability • Sustainability 		
Outcome Statement(s):	<ul style="list-style-type: none"> • Enhance Suitable Living Environment through Improved Accessibility, Affordability, and Sustainability • Create Decent Housing with Improved Accessibility and Sustainability 		
Beneficiaries: This project will benefit low-and-moderate-income residents of the unincorporated areas of the County.		Completion Date: July 1, 2007	
Current Status: New Project.			
Administered by:	Lexington County Community Development Block Grant staff		

SISTERCARE

Description			
This project will help provide emergency safe shelter for battered women and their children. The \$12,000 award will be leveraged with other funds the agency receives and will allow them to operate their Lexington County shelter all twelve months of the year instead of the current eight months (increasing their service by approximately 25%).			
Eligibility Citation:	570.201(e)	Funding:	
National Objective:	570.208(a)(2) Limited Clientele Activities	CDBG 2006:	\$12,000
HUD Matrix Code:	05G – Battered and Abused Spouses		
Location:	Lexington County	TOTAL:	\$12,000
Priority Need:	Establish or support programs that provide needed public services and/or increase the level of service provided by existing programs.		
Objective:	<ul style="list-style-type: none"> Suitable Living Environment 		
Outcome(s):	<ul style="list-style-type: none"> Availability/Accessibility 		
Outcome Statement(s):	<ul style="list-style-type: none"> Enhance Suitable Living Environment through Improved Accessibility 		
Beneficiaries:		Completion Date:	
This project will benefit battered spouses residing in a Lexington County domestic violence shelter. Battered spouses are presumed by HUD to be low-and-moderate-income.		July 1, 2007	
Current Status:			
New Project.			
Administered by:	Lexington County Community Development Block Grant staff		

PERFORMANCE MEASUREMENT

In September 2003, HUD issued *CPD Notice 03-09* regarding performance measurement. In the notice, HUD strongly encouraged each CPD formula grantee, which includes Lexington County's CDBG program, to develop and use a performance measurement system. In addition, it described the need for HUD to begin to show the results of the federal dollars spent on the activities funded by the CDBG program. On March 7, 2006 HUD established its new standards for performance measurement through the publication of the *Notice of Outcome Performance Measurement System for Community Planning and Development Formula Grant Programs* in the Federal Register. As described in the Federal Register, the outcome performance measurement system will enable HUD to collect information on the outcomes of activities funded with CPD formula grant assistance and to aggregate that information at the national, state, and local level.

In preparation for the new system, staff attended HUD's proposed performance measurement system feedback session in Atlanta in July 2005. Since that time, the CDBG staff has been analyzing records and projects and communicating with partners to ensure that adequate information is collected when needed. Each project or activity funded by the CDBG program falls under one of the three objectives that relate to the statutory purposes of the program:

- 1. Creating a Suitable Living Environment:** In general, this objective relates to activities that are designed to benefit communities, families or individuals by addressing issues in their living environment. It relates to activities that are intended to address a wide range of issues faced by LMI persons from physical problems with their environment, such as poor quality infrastructure, social issues such as crime prevention, literacy, or health services.
- 2. Providing Decent Housing:** The activities that typically would be found under this objective are designed to cover the wide range of housing possible under CDBG. This objective focuses on housing programs where the purpose of the program is to meet individual family or community needs.
- 3. Creating Economic Opportunities:** This objective applies to types of activities related to economic development, commercial revitalization, or job creation.

For each objective selected for a specific project, one of three outcome categories that best reflects what is proposed to be achieved by funding that activity will be chosen. The three outcome categories are:

- 1. Improving Availability or Accessibility:** This outcome category applies to activities that make services, infrastructure, public services, housing, or shelter available or accessible to low- and moderate-income persons, including those with disabilities. In this category, accessibility not only refers to physical barriers, but also to making the affordable basics of daily living available and accessible (i.e., increased access to various services, housing units, or facilities) to low- and moderate-income persons. Where a service or facility did not exist, the assistance provided results in "new" access to that service or facility. Where a service or facility was limited in size or capacity, and the assistance expanded the existing service or facility, the result would be improved access.

- 2. Improving Affordability:** This outcome category applies to activities that provide affordability in a variety of ways in the lives of low- and moderate-income people. It can include creating or maintaining affordable housing, basic infrastructure hookups, or services such as transportation or daycare.
- 3. Improving Sustainability:** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

The three objectives are combined with the three outcome categories to come up with a matrix of nine potential outcome statements. These objectives, outcomes and outcome strategies will be reviewed and assigned to each project and entered into HUD's IDIS system to comply with the performance measurement standards.

OUTCOME STATEMENT MATRIX			
	Outcome 1: Availability or Accessibility	Outcome 2: Affordability	Outcome 3: Sustainability
Objective 1: Suitable Living Environment	Enhance Suitable Living Environment through Improved Accessibility	Enhance Suitable Living Environment through Improved or New Affordability	Enhance Suitable Living Environment through Improved or New Sustainability
Objective 2: Decent Housing	Create Decent Housing with Improved or New Availability	Create Decent Housing with Improved or New Affordability	Create Decent Housing With Improved or New Sustainability
Objective 3: Economic Opportunities	Provide Economic Opportunity through Improved or New Accessibility	Provide Economic Opportunity through Improved or New Affordability	Provide Economic Opportunity through Improved or New Sustainability

Geographic Distribution

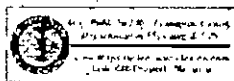
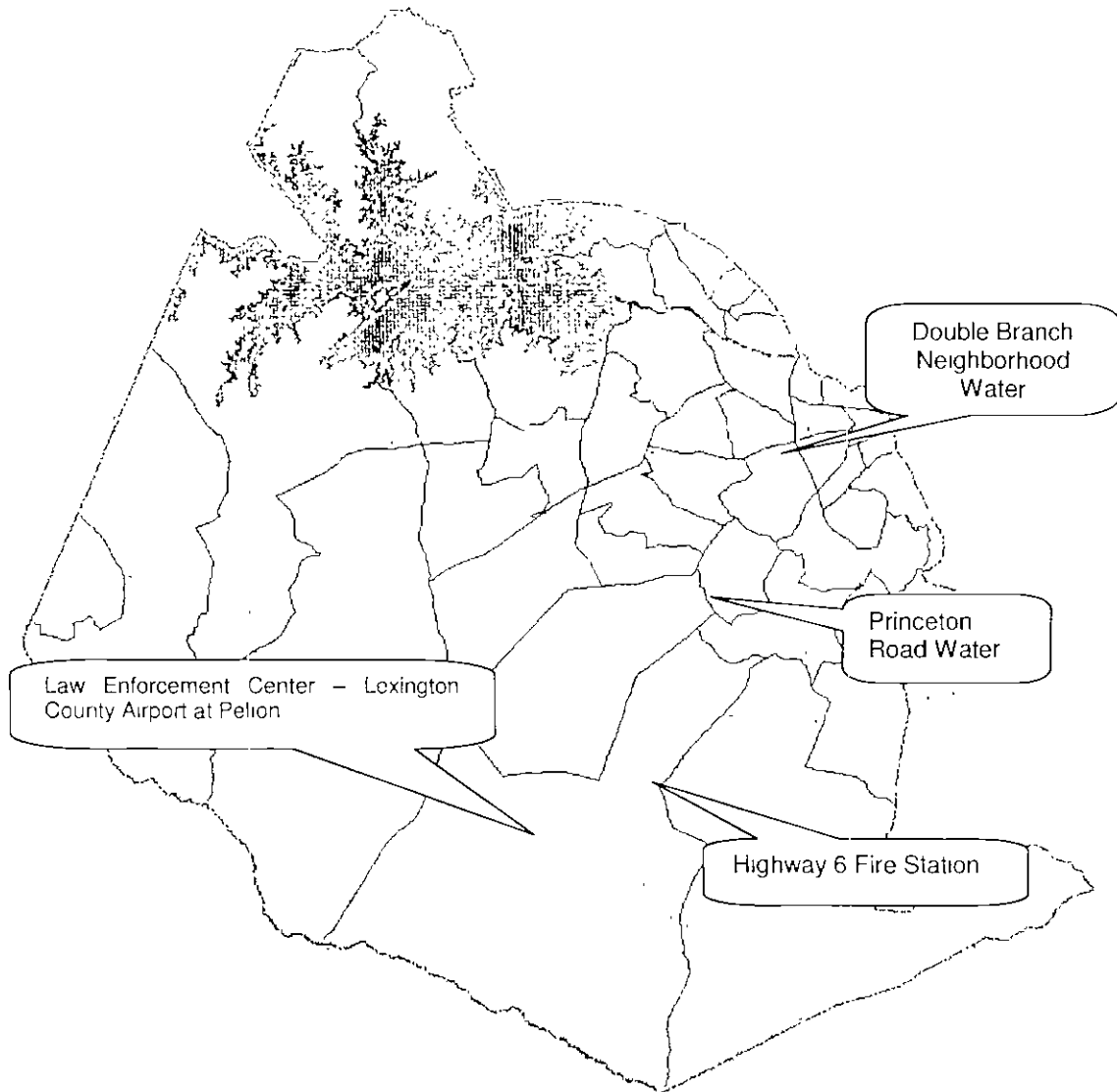
Lexington County's CDBG program provides funds for projects in unincorporated areas of the County where there are predominantly LMI persons. Incorporated towns and cities (Batesburg-Leesville, Cayce, Chapin, Gaston, Gilbert, Irmo, Lexington, Pelion, Pine Ridge, South Congaree, Springdale, Summit, Swansea, West Columbia) are eligible to receive funds from the State of South Carolina CDBG program.

During the program year, the County will focus its CDBG funds on public facility, infrastructure, housing rehabilitation, clearance, code enforcement and public service needs. The map on the following page shows the approximate locations of site-specific proposed projects for the year. Projects and sites were chosen in keeping with the County's continued focus on expending CDBG funds to address the needs of low and moderate-persons and areas.

Lexington County

2006 Action Plan

Site-Specific Projects



Homeless and Other Special Needs Activities

The County participates in the efforts of organizations addressing homelessness and special needs activities and provides technical assistance on the CDBG program as described in the Five-Year Consolidated Plan Homeless Needs Assessment. The CDBG staff works closely with and serves on the Board and Committees of the Midlands Area Coalition for the Homeless (MACH), a task force of the local homeless shelters and other special needs providers. This group provides a forum for networking and sharing of information among the various organizations and agencies that address the unmet needs of the County's homeless and special needs populations. The staff is also a member of HIV/AIDS Supportive Housing (HASH), a subcommittee of MACH that focuses on the housing and supportive housing issues of those with HIV and AIDS.

Other Actions

OBSTACLES TO MEETING UNDERSERVED NEEDS

The following sections of the Five-Year Consolidated Plan provide a basis for identifying underserved needs and the obstacles to meeting those needs in Lexington County:

- Community Profile
- Housing Market Analysis
- Housing Needs Assessment
- Homeless Needs Assessment
- Non-Housing Community Development

The Strategic Plan and the proposed activities and projects to be undertaken as described in the Annual Action Plan are intended to help overcome these obstacles to the extent possible with available resources.

FOSTER AND MAINTAIN AFFORDABLE HOUSING

Lexington County will strive to address the needs for affordable housing as identified in the Five-Year Consolidated Plan. The strategies and objectives for addressing these needs are identified in the Strategic Plan.

REMOVE BARRIERS TO AFFORDABLE HOUSING

As described in the Five-Year Consolidated Plan, in considering the barriers to affordable housing, it is clear that a number of factors impact the availability of affordable housing including the availability and price of land, financing, and the rules, regulations and fees governing development and construction. While the private sector seeks to fill the demand for housing in terms of type, size and value, the public sector impacts the process through policies

including development regulation, zoning, building code enforcement, and provision of infrastructure and through the fees charged to implement those policies. Through ongoing analysis and review of these factors and other related issues described in the Five-Year plan, Lexington County will continue to seek to remove these barriers to promote increased housing opportunities for low and moderate-income persons and households.

LEAD-BASED PAINT HAZARDS

The federal Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X of the Housing and Community Development Act of 1992), amended the Lead-Based Paint Poisoning Prevention Act of 1971, which is the basic law regarding lead-based paint in federally associated housing. The law and subsequent amendments issued by HUD protect young children from lead-based paint hazards in housing that is financially assisted or being sold by the federal government.

The regulation "Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential property and Housing Receiving Federal Assistance" was published in the Federal Register in September of 1999. The requirements apply to housing built before 1978, the year that lead-based paint was banned nationwide for consumer use. Emphasis is placed on the reduction of household dust, which may contain lead-based paint particles and requires testing after paint is disturbed to make sure that the home is lead-safe.

Lexington County is not currently involved in activities that would be affected by the law. In the event activities invoking the law were undertaken, the processes to be followed would include:

- Contracting certified lead-based paint inspectors and risk assessors
- Distributing information on lead-based paint hazards to all households that participate in any housing programs that purchase or rehabilitate homes built before 1978
- Conducting lead-based paint inspections and assessments as necessary
- Implementing environmental control or abatement measures (lead-based paint and asbestos) as required by all federally funded projects

REDUCE THE NUMBER OF POVERTY LEVEL FAMILIES (ANTI-POVERTY STRATEGY)

The Anti-Poverty Strategy for the Annual Action Plan is the same as that described in the Five-Year Strategic Plan.

INSTITUTIONAL STRUCTURE AND COORDINATION OF RESOURCES

The institutional structure and coordination of resources for the Annual Action Plan is the same as that described in the Five-Year Strategic Plan.

PUBLIC HOUSING

There is no Public Housing Authority for residents living in the unincorporated areas of the County. The Cayce Housing Authority assists 40 households in four different housing communities in the City of Cayce and is the only public housing authority in Lexington County. The Section 8 Housing Voucher Program administered by the South Carolina State Housing Finance and Development Authority is the primary mechanism for public rental assistance for most County residents. Lexington County will continue to foster cooperation with these agencies and strive to identify new opportunities to address the County's public housing needs.

Monitoring

The Lexington County staff managing the CDBG program shares responsibility for monitoring all departmental and grantee activities to the extent possible within their daily activities. The following steps summarize the monitoring standards of the Program that are carried out through the various stages of project administration:

- Determine budgets of all projects including unanticipated and potential costs.
- Prepare thorough and comprehensive subrecipient agreements as applicable, providing details of the project and specific requirements.
- Evaluate environmental impact of projects and implement required procedures.
- Determine engineering budget including all anticipated and potential costs (as applicable).
- Review ongoing written status reports and other communications to monitor for timeliness and compliance requirements.
- Visit project site before, during and after construction and maintain a photographic log of project.
- Approve payment requests after review of budget summaries, time sheets, wages, accuracy to bid specs, etc.
- Prepare monthly status reports with latest information on projects.
- Prepare monthly report of CDBG draws detailing funds drawn on each active project and progress made to meet HUD timeliness requirements.

Certifications

I. General Certifications

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, Lexington County certifies that:

A. Affirmatively Further Fair Housing

It will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

B. Anti-Displacement and Relocation Plan / Acquisition and Relocation

It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential Anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

C. Drug Free Workplace

It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –

- (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- 5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

D. Anti-Lobbying

To the best of Lexington County's knowledge and belief:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- 3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

E. Authority of Jurisdiction

The consolidated plan is authorized under State and local law (as applicable) and Lexington County possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

F. Consistency with Plan

The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

G. Section 3

It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Signature/Authorized Official	Date
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County Administrator
Title

II. Specific CDBG Certifications

Lexington County certifies that:

A. Citizen Participation

It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

B. Community Development Plan

Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income.

C. Following a Plan

It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

D. Use of Funds

It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available;
2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) **2006, 2007 and 2008**, (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

Lexington County will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if Lexington County certifies that it lacks CDBG funds to cover the assessment.

E. Excessive Force

It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

F. Compliance with Anti-Discrimination Laws

The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

G. Lead-Based Paint

Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

H. Compliance with Laws

It will comply with applicable laws.

Signature/Authorized Official _____ Date _____

County Administrator
Title

III. Appendix to Certifications

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

212 South Lake Drive
Lexington, South Carolina 29072

Check ☒ if there are workplaces on file that are not identified here.

The certification with regard to the drug-free workplace is required by 24 CFR part 21.

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

MEMORANDUM OF UNDERSTANDING

between.

**Lexington County Sheriff's Department
521 Gibson Road
Lexington, South Carolina 29072**

and

**Town of Swansea
Post Office Box 429
Swansea, South Carolina 29160**

WHEREAS, the Lexington County Sheriff's Department (hereinafter LCSD) is the primary responding law enforcement agency with jurisdiction in the unincorporated areas of Lexington County;

WHEREAS, the Town of Swansea (hereinafter Swansea) is an incorporated municipality wholly within the geopolitical boundaries of Lexington County and operates a municipal police department;

WHEREAS, Article VIII, Section 13 of the South Carolina Constitution authorizes counties and municipalities to provide by agreement for the joint administration of any function, the exercise of powers, and the sharing of the costs thereof; and

WHEREAS, South Carolina Code Ann. § 5-7-30. in relevant part provides municipalities "the authority to provide police protection in contiguous municipalities and in unincorporated areas located not more than three miles from the municipal limits upon the request and agreement of the governing body of such contiguous municipality or the county, including agreement as to the boundaries of such police jurisdictional areas, in which case the municipal law enforcement officers shall have the full jurisdiction,

authority, rights, privileges, and immunities, including coverage under the workers' compensation law, which they have in the municipality, including the authority to make arrests, and to execute criminal process within the extended jurisdictional area; provided, however, that this shall not extend the effect of the laws of the municipality beyond its corporate boundaries”;

WHEREAS, South Carolina Code Ann. § 23-1-215 provides for agreements between multiple law enforcement jurisdictions for the purpose of criminal investigation;

WHEREAS, South Carolina Code Ann. § 17-13-45 provides that when a law enforcement officer responds to a distress call or a request for assistance in an adjacent jurisdiction, the authority, rights, privileges, and immunities, including the workers' compensation laws, and tort liability coverage obtained pursuant to the provisions of Chapter 78 of Title 15, that are applicable to an officer within the jurisdiction in which he is employed are extended to and include the adjacent jurisdiction;

NOW THEREFORE, LCSD and Lexington County wishes to confer upon the Town of Swansea law enforcement jurisdiction under the aforementioned statutory authority to those areas so situated and specifically, but not limited to:

- 1 That portion of Highway 321/Southbound Road from the Swansea Town limits north to Theo Jumper Road to include the intersection and those properties contiguous and adjacent to the above described roads,
- 2 That portion of I. W. Hutto Road from the town limits near Highway 6 northward to the town limits on Southbound Road up to and including the CSX Railroad crossing and those properties contiguous and adjacent to the above described roads;
- 3 From the town limits south on Highway 321/Savannah Highway to Fred Rast Road, Fred Rast Road in its entirety to its intersection of Redmon Mill Road onward to the town limits at Ezra Jumper Road and those properties contiguous and adjacent to the above described roads;
- 4 From the town limits on Highway 321/Savannah Highway continuous to the existing town limits to continue south of existing limits at Highway 3/Whetstone Road south to Lee Witt Road. West on Lee Witt Road to include Lee Witt Road to Highway 3/Whetstone Road, east on

Whetstone to existing town limits continuing north to existing town limits on Swansea Road/State Road 9/South Spring Street and those properties contiguous and adjacent to the above described roads;

- 5 The entirety of Alpine Road lying between Lee Witt Road and Whetstone Road and those properties contiguous and adjacent to the above described roads;
- 6 That portion of Highway 6 from I.W. Hutto Road northward from the town limits to Nulty Crossing and those properties contiguous and adjacent to the above described roads;
- 7 That portion of Saint Matthews Road/Highway 6 from town limits east to Copeland Road and those properties contiguous and adjacent to the above described roads;

This agreement is in no way intended to reduce or hinder any other expansion of jurisdiction that may be allowable under South Carolina law.

FURTHER, it is the intent of the parties to share jurisdiction under this written agreement to the fullest extent permitted under South Carolina law and it is further agreed as follows:

1. TERM AND RENEWAL

It is the intent now and was the intent at the time of the original execution that all terms, conditions, rights, privileges, to include the expansion of jurisdiction as allowed by law be effective upon signing and to automatically renew each year on such anniversary date, year to year and term to term, until a party exercises its right to terminate.

2. VESTING OF AUTHORITY AND JURISDICTION

To the fullest extent permitted by the Constitution and statutes of this State, officers operating under this agreement shall be vested with authority, jurisdiction, rights, immunities, and privileges to include the authority to execute criminal process and the power of arrest as any other duly commissioned officer of the other party.

However, Town ordinances adopted by Swansea shall not be deemed extended into areas of operation that are located outside the geopolitical territorial

limits of the Town of Swansea.

3. COSTS

Each party shall bear its own costs incurred in the performance of its obligations hereunder except as otherwise provided herein.

4. HOLD HARMLESS, INDEMNIFICATION, NO THIRD PARTY RIGHTS

It is agreed by and between the parties that each will hold each other harmless for any acts or omissions of their respective officers working or transferred pursuant to this agreement. The parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials. No right of indemnification is created by this agreement and the parties expressly disclaim such. The provision of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any party or entity not a party to this agreement.

5. INSURANCE

Each jurisdiction shall maintain its own insurance coverage for general liability, workers' compensation, and any other such coverage as may be required by law or deemed advisable by individual parties.

6. COMPENSATION, BOND, AND RELATED MATTERS

This agreement shall in no manner effect or reduce the compensation, pension or retirement rights of any officers acting under its authority and such officers shall continue to be paid by the county where they are permanently employed. Each party shall be compensated by the provision of like or reciprocal services. The bond for any officers operating under this agreement shall include coverage for their activity in the county or municipality covered by this agreement in the same manner and to the same extent provide by bonds of regularly employed officers of that county.

7. REIMBURSEMENT AND ANCILLARY BENEFITS

The parties to this agreement hereby expressly agree that compensation and/or

reimbursement for services provided hereunder shall be limited to the reciprocal provision of services of like kind between the agencies involved to include the benefits of law enforcement services to the Swansea area and its contiguous properties in each respective jurisdiction. Any other agreement for reimbursement between the parties must be written and executed in the same manner as this agreement.

8. TERMINATION AND RIGHT TO RESCIND

The participation of any party may be terminated at the discretion of the chief law enforcement officer by providing written notice to all other parties. Any such rescission or termination will become effective upon receipt by the other parties.

9. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

Each party is responsible for any notice, reporting, or approval requirements to their respective governing body as may be required under South Carolina law.

10. SEVERABILITY

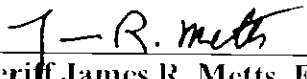
Should any part of this agreement be found to be unenforceable by any court or other competent authority, the rest shall remain in full force and effect.

11. AMENDMENTS AND BINDING SUCCESSORS IN OFFICE

This agreement may be amended by the written agreement of all parties. Each party agrees that any and all successors in interest to their office will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

Failure for a successor in office to terminate as further described herein; shall be deemed as consent and approval of this agreement.

I, with competent authority, hereby consent to the terms of and agree to be bound by this Agreement.

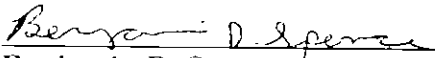


Sheriff James R. Metts, Ed. D
Lexington County Sheriff's Department

03-15-2006
date


Todd Cullum
Chair, Lexington County Council

date



Benjamin D. Spence
Chief of Police, Town of Swansea


03-13-2006
date



Ray Spires
Mayor
Town of Swansea

3-13-06
date

MEMORANDUM

DATE: 4/3/2006
TO: SMOKEY DAVIS, CHAIRMAN, JUSTICE COMMITTEE
CC: DIANA BURNETT, CLERK TO COUNCIL, ART BROOKS, COUNTY ADMINISTRATOR,
KATHERINE DOUCETT, ASSISTANT COUNTY ADMINISTRATOR, JUDGE GARY REINHART,
CHIEF MAGISTRATE, BETH CARRIGG, CLERK OF COURT
FROM: JIM SCHAFER, INFORMATION SERVICES DIRECTOR 
RE: SC COURT CASE MANAGEMENT SYSTEM

On March 28, Joan Assey, Director of Information Technology for the SC Judicial Department presented information to Council about the SC Court Case Management System. She described the commitments to be made by the Judicial Department and by Lexington County if Council determines that the Lexington County Clerk of Court and Magistrates are to participate in the system. She asked that Council respond by May 15 whether the required resources will be provided for our participation.

Attached is the "new program" budget information presented to the Justice Committee at its meeting of March 14. For accountability purposes, this proposed budget is set up as a distinct "organization" called "Court Case Management System," it would not be part of any existing departmental budget.

This budget includes the addition of one "Case Management System (CMS) Specialist" (Grade 13). Ms. Assey stated that this position is required to support the participation of the county offices, alone. Depending on the number of municipalities that participate, another Case Management System Specialist position may be required.

The CMS Specialist would be part of IS, but solely dedicated to support of the Case Management System. The position would be filled in consultation with the Clerk and Chief Magistrate. IS would provide support and back-up in a variety of ways, including training, troubleshooting, filling in for the person when he or she is on leave or otherwise unavailable, etc.

The IS Department is not in a position to reassign an existing staff position to this new program, given our current staffing levels. As Ms. Assey mentioned, Greenville County has 42 people in its IT department. We have 15 full time equivalent positions. While their population is 59% greater than ours, their IT staff is 180% of ours, almost triple. This disparity is consistent with a preliminary finding of the CIO Technology Assessment that Lexington County's allocation of resources to technology is about one-third of the average for other, similar entities as indicated by up to seven or eight widely accepted measures.

I recommend approval of the proposed Court Case Management System Budget as an indication Lexington County's commitment to meet its obligations for participating in the system.

SECTION I

COUNTY OF LEXINGTON

Page 1

New Program Request

Fiscal Year - 2006-2007

Fund #1000	Fund Title	General Fund
Organization #149000	Organization Title	Judicial Case Management System
Program #NA	Program Title	NA
Object Expenditure Code Classification	Total 2006 - 2007 Requested	
Personnel		
510100 Salaries #_1_		34,972
510300 Part Time #_0_		0
511112 FICA Cost		2,676
511113 State Retirement		2,868
511114 Police Retirement		0
511120 Insurance Fund Contribution #_1_		5,760
511130 Workers Compensation		668
511131 S C Unemployment		0
* Total Personnel		46,944
Operating Expenses		
520100 Contracted maintenance		
520200 Contracted Services		
520300 Professional Services		
520702 Technical Currency & Support		35,000
521000 Office Supplies		250
521100 Duplicating		125
521200 Operating Supplies		
522100 Equipment Repairs & Maintenance		
522200 Small Equipment Repairs & Maint		
522300 Vehicle Repairs & Maintenance		
523000 Land Rental		
524000 Building Insurance		
524100 Vehicle Insurance #_		
524101 Comprehensive Insurance #_		
524201 General Tort Liability Insurance		71
524202 Surety Bonds		
525000 Telephone		818
525003 T-1 Line Charges		22,145
525004 WAN Service Charges		8,384
525020 Pagers & Cell Phones		336
525210 Conference & Meeting Expenses		570
525230 Subscriptions, Dues, & Books		
525240 Personal Mileage		
525250 Motor Pool Reimbursement		250
525_ Utilities -		250
525400 Gas, Fuel, & Oil		
525600 Uniforms & Clothing		
526500 Licenses & Permits		
* Total Operating		68,199
** Total Personnel & Operating		115,143
** Total Capital (From Section II)		56,511
*** Total Budget Appropriation		171,654

[illegible]

SECTION III - PROGRAM OVERVIEW

Summary of Programs

The SC Judicial Department's Court Case Management System (CMS) is a system that tightly integrates data entry and sharing of court-related information between summary courts (Magistrates and Municipal Courts), circuit courts, prosecution (Solicitor's Office), and judges at all levels. It also provides court case status information to the public and other judicial, law enforcement, and other types of agencies throughout the state.

The system will link courts across the state into a unified database. Consequently, judges and prosecutors will have access to information about the actual current status of warrants, payments of fines, and other indicators that would go into decisions on setting bonds and fines for individuals that may be wanted or have a record of not living up to the terms of their sentences.

The SC Judicial Department provides software licensing and services at no charge to the county. Services include system installation, setup and configuration services, data conversion services, initial training, and onsite support during go-live. The value of the licensing and services is approximately \$300,000. However, if the County accepts the system, the County will be obligated to furnish system support including needed hardware and related software, connectivity (bandwidth) for data flow, and the support of a full-time 100% dedicated Court Case Management System (CMS) Specialist. (See Appendix D)

Objectives: Court Case Management System (CMS) Services

To provide and support the client/server environment and infrastructure to support operation of the SD Judicial Department's Court Case Management System for summary courts and circuit courts in Lexington County. To provide a CMS Specialist for "helpdesk" and training support, as well as liaison with the SC Judicial Department for and on the behalf of all customer departments and agencies, including:

- Summary Courts
 - Magistrates—Nine magistrates locations/offices
 - Civil
 - Criminal
 - Traffic
 - Municipal Criminal—Up to 12 municipal courts
- Circuit Court
 - General Sessions (Criminal)—Clerk of Court
 - Common Pleas (Civil)—Clerk of Court
- Jury Management
- Accounting
- Coordination Activities, including:
 - Connectivity issues;
 - Hardware/network issues,
 - Local special ad hoc reporting,
 - Liaison to state Judicial Department "helpdesk:"
 - County web site access to court case status information

***Helpdesk** support includes receipt of trouble reports, evaluation and solution of trouble reports and/or escalation of the trouble reports to IS technical staff (for hardware/network problems) or the SC Judicial Department.

The CMS specialist would provide training and system mentoring to Magistrate, Municipal, and Clerk of Court employees on how to use the Court Case Management System. This would include training and mentoring of employees on the effective use of office efficiency software (MS Office) which functionality is linked to the Case Management system.

Service Level Indicators

Judicial Case Management System support involves system support for all department and agency personnel using the system. As noted above, this would include providing the needed bandwidth, infrastructure, hardware and software support, training, mentoring, and "helpdesk" support daily for an estimated 58 employees at up to 22 different locations, as shown in the following table:

Court Case Management System Customers

Department/Agency	Number of Employees	Number of Locations
Magistrates	33	9
Municipalities	12 (est)	12
Clerk of Court	13*	1
Total	58	22

*Clerk of Court employee count does not include court clerks or Family Court, Child Support, or Title IV-D employees

SECTION IV – SUMMARY OF REVENUES

Municipal participation in the court case management system that is managed by the county could involve fees to participating municipalities. Four potential fee options are outlined in the following table

Court Case Management System: Alternative Fee Revenue Options
February 2006

Municipality	Arrests As Percent of Municipal Arrests	Tech- Currency & Support \$35k	Arrests as Percent of Total Arrests	Tech- Currency County Helpdesk	All- Level Operating	One-Time Capital	Total Operating Capital
West Columbia	27	\$9,450	11	\$9,350	\$12,100	4,180	\$16,280
Cayce	25	\$8,750	10	\$8,500	\$11,000	3,800	\$14,800
Lexington	12	\$4,200	5	\$4,250	\$5,500	1,900	\$7,400
South Congaree	11	\$3,850	4	\$3,400	\$4,400	1,520	\$5,920
Irmo	7	\$2,450	3	\$2,550	\$3,300	1,140	\$4,440
Swansea	5	\$1,750	2	\$1,700	\$2,200	760	\$2,960
Batesburg	4	\$1,400	2	\$1,700	\$2,200	760	\$2,960
Springdale	4	\$1,400	1	\$850	\$1,100	380	\$1,480
Chapin	2	\$700	1	\$850	\$1,100	380	\$1,480
Pine Ridge	1	\$350	1	\$850	\$1,100	380	\$1,480
Gaston	1	\$350	1	\$850	\$1,100	380	\$1,480
Pelion	1	\$350	1	\$850	\$1,100	380	\$1,480
Municipal Fee		\$35,000		\$35,700	\$46,200	15,960	\$62,160
Total County		\$13,000		\$12,300	\$101,800	22,040	\$85,840
Grand Total*		\$148,000		\$148,000	\$148,000	38,000	\$148,000

*IMPORTANT NOTE \$148,000 represents costs that support all user entities—it excludes those costs associated with single departments or offices, such as PC's, printers, etc. that will be assigned to specific user departments

Note: Annualized cost would be pro-rated from the time the project started, i.e. October or November 2006. Also, municipalities would bear the expense of meeting state PC and printer specifications, and establishing a minimum of T-1 bandwidth to accommodate communication of data to the court case management server in the county computer room

JUDICIAL CASE MANAGEMENT SYSTEM (149000)—NEW PROGRAM
FY 2006-2007 BUDGET REQUEST

SECTION V A - PERSONNEL LINE ITEM NARRATIVES

The Case Management System Specialist would work within the IS department to serve as liaison with other IS disciplines and receive support from them for the case management system

LISTING OF POSITIONS

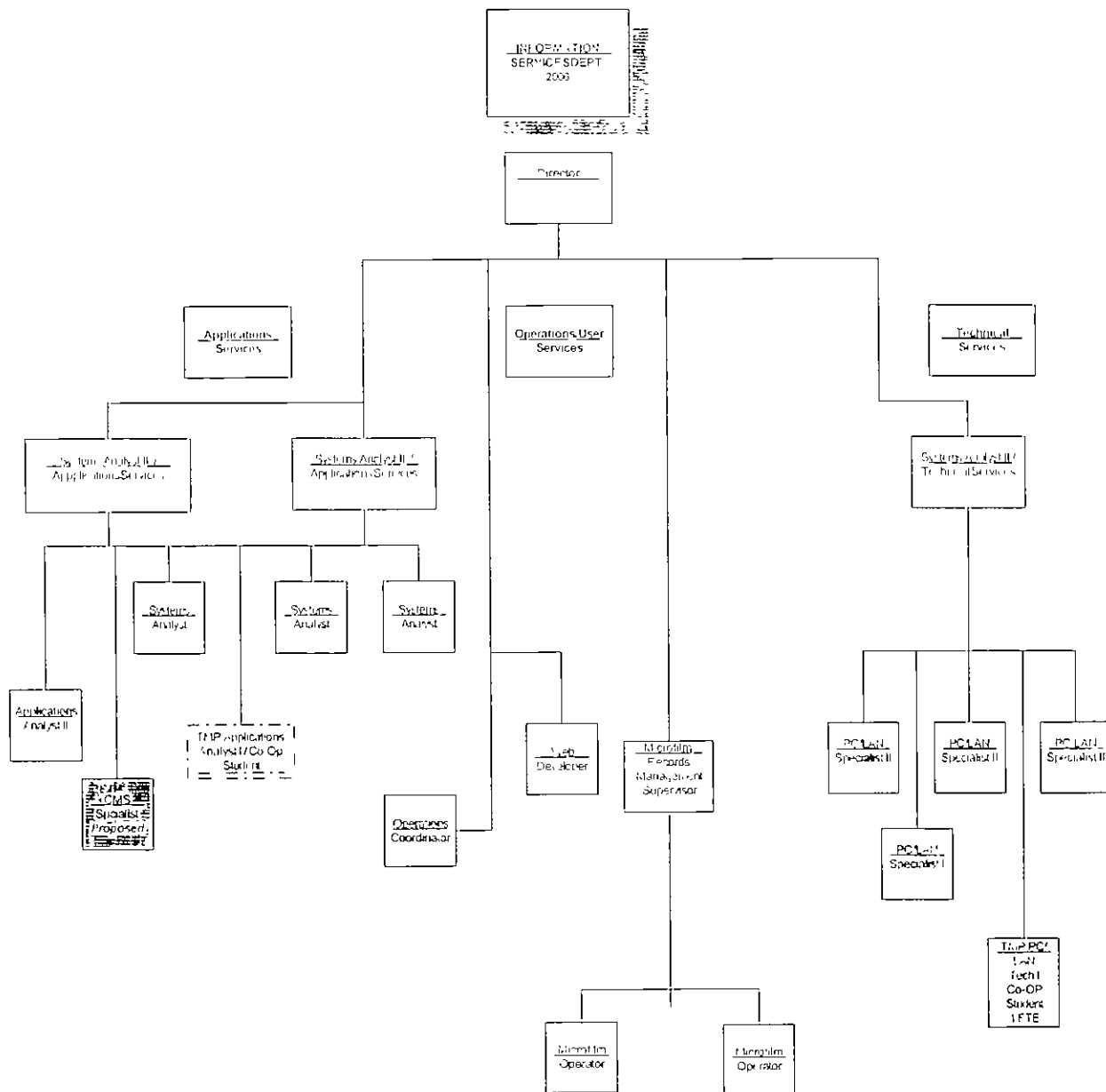
Current Staffing Level, IS Department

Program/Title	Nnbr.	GF FTE	Other FTE	Tot FTE	Grade
Program I—Operations/User Services					
Director	1	1		1	32
IT Specialist-Web Developer	1	1		1	16
Operations Coordinator	1	1		1	12
Program I Total	3	3		3	
Program II- Technical Services					
Systems Analyst II	1	1		1	26
PC / LAN Specialist II	3	3		3	16
PC / LAN Specialist I	1	1		1	14
PC / LAN Technician I / Co-Op	2 PTT*	1		1	9-PTT*
Program II Total	7	6		6	
Program III— Applications Services					
Systems Analyst II	2	2		2	26
Systems Analyst	3	3		3	24
Applications Analyst II	1	1		1	20
Program III Total	6	6		6	
GRAND TOTAL	16	15		15	

Proposed Staffing Level, IS Department

Program/Title	Nnbr.	GF FTE	Other FTE	Tot FTE	Grade
Program I—Operations/User Services					
Director	1	1		1	32
IT Specialist-Web Developer	1	1		1	16
Operations Coordinator	1	1		1	12
Program I Total	3	3		3	
Program II- Technical Services					
Systems Analyst II	1	1		1	26
PC / LAN Specialist II	3	3		3	16
PC / LAN Specialist I	1	1		1	14
PC / LAN Technician I / Co-Op	2 PTT*	1		1	9-PTT*
Program II Total	7	6		6	
Program III— Applications Services					
Systems Analyst II	2	2		2	26
Systems Analyst	3	3		3	24
Applications Analyst II	1	1		1	20
<i>Case Mgt. System Specialist</i>	<i>1</i>	<i>1</i>		<i>1</i>	<i>13</i>
Program III Total	7	7		7	
GRAND TOTAL	17	16		16	

* Part-time temporary basis by Midlands Tech students through the Midlands Tech Co-operative Education program.



SECTION V - B - OPERATING LINE ITEM NARRATIVES

520702 – TECHNICAL CURRENCY AND SUPPORT \$35,000

This line item supports the cost of receiving software “updates” as they are developed and for “helpdesk” services to our CMS Specialist

SC Judicial Department Technical Currency and Support Services \$ 35,000

52100 – OFFICE SUPPLIES \$ 250

The majority of this account will be used to support training activities of the CMS Specialist

General office supplies \$ 250

521100 – DUPLICATING \$ 125

To support photocopy expense primarily for “customer training” activities

Photocopy expense \$ 125

524201 – GENERAL TORT LIABILITY \$ 71

One employee X \$70.40 \$ 71

525000 – TELEPHONE \$ 818

Temporary telephone service must be provided to support SC Judicial Department personnel that will be onsite up to six months for system implementation, data conversion, and training. They require the phone service be available in three rooms dedicated to the project—a project room, a testing room, and a training room. We anticipate the need for these rooms to be equipped with two, one and one phone line, respectively

Activation Fee: 4 lines @ \$90 per line \$ 360

Monthly Charge per Line: 4 lines @ \$19.08/ mo. X 6 mo. \$ 458

525003 – T-1 LINE CHARGES \$ 22,145

This is for the data line that supports the county’s email, Internet and web site connection. This line will need to be increased to 6mb from 3mb to accommodate the additional traffic from data generated through the Case Management Server to the nine magistrate locations, 12 municipalities, the SC Judicial Department and to support online inquiries

External bandwidth expansion to 6mb from 3 mb \$22,145

525004—WAN SERVICE CHARGES \$ 8,384

The Magistrate Court Service’s needs (1) additional high-speed wide area network line at the Swansea Magistrate offices to operate the CMS system there. The Swansea Magistrate’s office currently uses Pond Branch Cyclone high-speed Internet service and will need one additional line to operate the CMS effectively. The Batesburg, Oak Grove and Cayce Magistrate currently use Road Runner and will need additional bandwidth to operate the CMS effectively. The cost of increasing bandwidth for the (3) Road Runner lines will be \$160.05 per month plus tax. The cost of (1) additional Cyclone line is \$179 per month plus tax.

	Current Rate Per Month	Additional Bandwidth Per Month	Total Cost Per Month
Oak Grove	\$ 79.91	\$ 160.05	\$ 239.96
Batesburg	\$ 79.91	\$ 160.05	\$ 239.96
Cayce	\$ 79.91	\$ 160.05	\$ 239.96
	-----	-----	-----
Total	\$ 239.73	\$ 480.15	\$ 719.88

Annual Cost: \$ 8,638.56

	Current Rate Per Month	Additional Line Per Month	Total Cost Per Month
Swansea	\$ 119.95	\$179.00	\$ 298.95

Annual Cost: \$ 3,587.40

Annual Increase \$ 7,909.80
 SC Sales Tax 474.59
 Total Additional \$ 8,384.39

Note: Current Rate of \$4,600 included in General Fund. Additional cost of \$7,909 plus tax annually included in new program.

525020 – PAGERS AND CELL PHONES \$ 336

To provide cell phone contact with the CMS Specialist while out at one of the remote locations running the system (9 magistrate locations, up to 12 municipal locations, Clerk of Court's Office, etc.)

Judicial Case Management System Cell Phones, 1 @ 336/yr. \$ 336

525210 – CONFERENCE AND MEETING EXPENSES \$ 570

To equip the CMS Specialist with the latest knowledge of Microsoft desktop systems used in conjunction with the Court Case Management system.

Midlands Tech. "MS Word—Intermediate"	\$ 225
Midlands Tech. "Windows"	\$ 195
Travel & Expenses related to Training	\$ 150

525240 – PERSONAL MILEAGE \$ 250

To support trips to remote locations for customer support using a POV.

Reimbursements for POV use to remote customer sites \$ 250

525250 – MOTOR POOL REIMBURSEMENT \$ 250

To support trips to remote locations for customer support using a motor pool vehicle.

Cost for use of motor pool vehicle use to remote customer sites \$ 250

SECTION V C - CAPITAL LINE ITEM NARRATIVES

540000 -- SMALL TOOLS AND MINOR EQUIPMENT \$ 1,792

(1) Cell phone for CMS Specialist	\$ 100
(1) 1 GB USB @ \$100 ea for CMS Specialist	100
Misc Tools such as repair kits, diagnostic equipment for CMS Specialist	250
(6) 4-port hubs @ \$27 ea for Project, Testing, and Training rooms	162
(6) Desktop phone sets @ \$30 ea for Project, Testing and Training rooms	180
Misc. for the purchase of tables, chairs, desks, and petition walls for the required rooms (project staff, test, and training) . All items will be purchased from Central Stores	1,000

540010 -- MINOR SOFTWARE \$ 3,935

To acquire minor software for systems for the CMS Specialist

(1) MS Office XP Pro for Web Developer PC @ \$315	315
Needed for one laptop requested below to be used by the CMS Specialist.	
(12) MS Office XP Std. for Magistrate personnel PC's to meet CMS requirements. 12X260	3,120
Misc. Software for CMS Specialist (such as Adobe Std , Visio, etc)	500

OTHER CAPITAL \$ 50,784

To acquire hardware and major software systems to function as the Court Case Management System Server and to acquire PC's and laptops for the Project Room and Testing Room that later will be used for a training room at IS and for mobile training and troubleshooting by the CMS Specialist.

(1) Case Management System Server and Operating System (Win2003 Server Enterprise Ed)	\$ 7,568
(1) MS SQL Server Database System for Dual Processors	\$ 9,468
(100) MS SQL Client Access Licenses @ \$18.93 ea.= \$1,893 + 113.58 sales tax	\$ 2,007
(1) Backup Software w/ SQL agent	\$ 607
(8) F2 PC's & Monitors for Project Room @ \$844 ea	\$ 6,752
(3) F2 PC's & Monitors for Testing Room @ \$844 ea	\$ 2,532
(3) F7 Laptops for Testing Room @ \$1,773 ea	\$ 5,319
(2) Printers @ \$1,075 ea for Testing and Training rooms	\$ 2,150
(12) Duplex Laser Printers for Magistrates to meet CMS standards 12X\$1,075	\$ 12,900
(1) Printer @ \$1,075 for Clerk of Court	\$ 1,075
(2) Handheld Scanners for Clerk of Court Jury System @ \$203 ea , incl Tax	\$ 406

APPENDIX A. - LISTING OF VEHICLES

No county vehicles are requested for assignment to Judicial Case Management System program

APPENDIX B. - LISTING OF TELECOMMUNICATIONS EQUIPMENT—Proposed for FY 06/07

There will be one telephone line assigned to the Case Management System Specialist

APPENDIX C. - LISTING OF 800MHz RADIOS

There are no 800 MHz radios assigned to the Information Services Department.

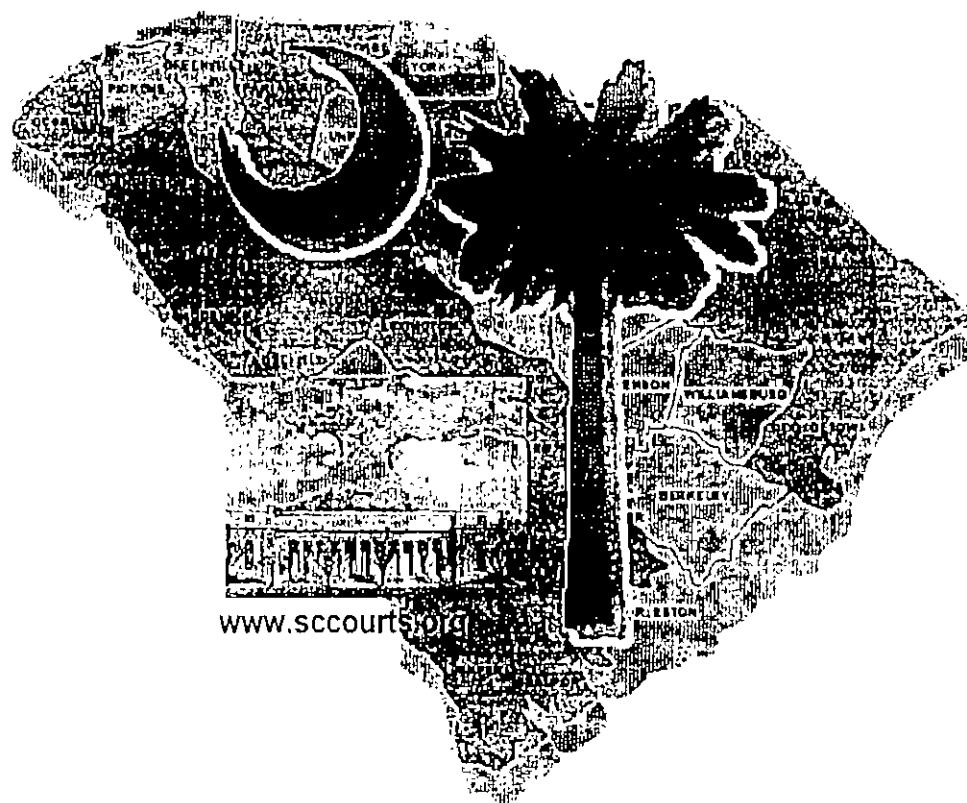
APPENDIX D—OUTLINE OF CASE MANAGEMENT SYSTEM RESPONSIBILITIES

Lexington County Statewide CMS February 6, 2006

Statewide Court Case Management System

LEXINGTON COUNTY

February 6, 2006





Prerequisites of the County for the Deployment of the Statewide Court Case Management System (CMS)

- County personnel dedicated to the CMS deployment to make the decisions necessary for system setup, configuration, operations, and data conversion for the whole county (approximately 4 to 6 months)
 - Full-time Clerk of Court staff member – TBD?
 - Full-time Magistrate staff member – TBD?
 - Full-time County IT staff member - TBD?
 - County CMS Support person – TBD?
 - All judicial personnel will participate in the CMS training – Roster TBD?
- Needs to be confirmed/completed
 - All judicial facilities have reliable, high-speed internet access
 - Courtrooms wired in accordance with SCJD guidelines
 - Duplex, network laser printers operational in every courtroom
 - Skill level with Windows, keyboard, mouse, email, and MS Word of the users
 - Do existing PCs/laptops meet the minimum requirements to run the CMS?
 - Performance throughput of county network



Prerequisites of the County for the Deployment of the Statewide Court Case Management System (CMS)

- Lexington facilities dedicated to CMS, preferably at the county courthouse, equipped with work spaces (desks and phones), internet connectivity, network printers, and access to a copier machine
 1. Project room for CMS team (8 to 10 people)
 2. Testing room for users (4 to 6 people equipped with PCs/laptops)
 3. Training room for at least 10 students and 1 instructor equipped with PCs/laptops
- Weekly CMS leadership meeting with active participation from:
 - Clerk of Court — Beth Carrigg
 - Chief Magistrate — Gary Reinhart
 - County IT Director — Jim Schafer
 - SCJD CMS Project Management:
 - SCJD IT Director — Joan Assey
 - SCJD CMS Applications Manager — Scott Hayes
 - SCJD Systems Integrator — John Starmack
 - SCJD CMS Lexington County Project Manager — Sharon Turner or Bruno Delage
 - Other key team members such as the Magistrate Court Administrator

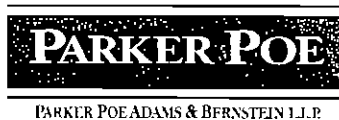


For the Good of the Order

- SCJD CMS Team could begin working with Lexington County in the late autumn of 2006 on the court CMS—Lexington County checklist needs to be completed before the CMS team arrives

LEXINGTON COUNTY CHECKLIST

- ☐ Dedicated Personnel
- ☐ Skill Level of the Court Staff Personnel
- ☐ Hardware
- ☐ Courtroom Connectivity
- ☐ Lexington CMS Facilities
- ☐ Commitment to Weekly Leadership Meetings for 4 to 6 months



Ray E. Jones

Partner

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Direct Fax 803 255 8017

rayjones@parkerpoe.com

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Columbia, SC 29202-1509

Telephone 803 255 8000

Fax 803 255 8017

www.parkerpoe.com

April 7, 2006

VIA FACSIMILE AND U.S. MAIL

Dorothy K. Black
Clerk to County Council
Lexington County
212 South Lake Drive
Lexington, South Carolina 29072

**Re: County Council Agenda Items
May 9, 2006 Meeting**

Dear Ms. Black:

I write to request action by the Lexington County Council on a matter for my client, Eau Claire Cooperative Health Centers, Inc. – a South Carolina non-profit corporation, whose principal place of business is 4605 Monticello Road, Columbia, South Carolina, 29203 (“Eau Claire”). In Lexington, Eau Claire owns healthcare facilities known as: 1) Brookland Community Pediatrics, located at 500 North 12th Street, West Columbia, SC 29169-6502; 2) Brookland-Cayce Medical Practice, located at 1115 State Street, Cayce, SC 29033-4342; and 3) Pediatrics of Batesburg/Leesville, located at 120 West Church Street, Leesville, SC 29070 (collectively, the “Lexington Practices”).

Eau Claire is seeking to refinance the Lexington Practices using bonds issued by the South Carolina Jobs-Economic Development Agency. The bond issue will include the Lexington Practices and other properties owned by Eau Claire in Richland and Fairfield Counties. As with every JEDA bond issue, the County in this case will have no financial responsibility for the bonds.

I am providing Jeff Anderson with a copy of the proposed Resolution, copy attached, seeking his comments and assent to this matter moving forward on the May 9 Council Agenda with a Public Hearing and Council adoption.

Presuming we will be able to move forward on May 9, today, we have submitted the Notice of Public Hearing for publication in *The State*. Of course, if the Council prefers to take up

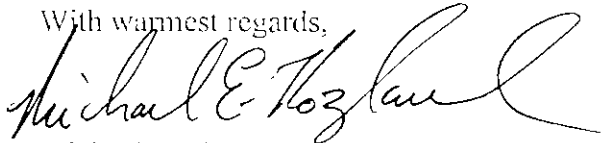
CHARLESTON, SC
CHARLOTTE, NC
RALEIGH, NC
SPARTANBURG, SC

Dorothy K. Black
April 7, 2006
Page 2

this matter on another date, we will be responsible for making any further notice publications. Also, please let me know as soon as possible if you would like this notice published in any other newspaper.

I plan to attend the County Council meeting on May 9 to explain this request and answer any questions. In the interim, please do not hesitate to contact me with any questions you might have.

With warmest regards,



Michael E. Kozlarek

MEK:lcb

cc: Jeffrey M. Anderson, Esquire – via facsimile and US Mail with enclosures
Lexington County Attorney
140 E. Main Street
Lexington, SC 29072



STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

A RESOLUTION OF THE
LEXINGTON COUNTY COUNCIL

PROVIDING FOR THE APPROVAL OF THE ISSUANCE OF CERTAIN REVENUE BONDS BY SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY TO FINANCE OR REFINANCE THE ACQUISITION, DEVELOPMENT, OR OWNERSHIP BY THE COMPANY OF A WOMEN'S HEALTH CENTER AND PEDIATRIC URGENT CARE FACILITY; REFUND A PORTION OF THOSE CERTAIN \$3,000,000 VARIABLE/FIXED RATE SECURED PROMISSORY NOTES PREVIOUSLY USED TO FINANCE OR REFINANCE THE ACQUISITION, DEVELOPMENT, AND REHABILITATION BY THE COMPANY OF ONE OR MORE HEALTHCARE FACILITIES IN RICHLAND, FAIRFIELD AND LEXINGTON COUNTIES AND OTHER MATTERS RELATED THERETO.

Incident to the adoption of this Resolution, the County Council of Lexington County, South Carolina (the "County Council"), the governing body of Lexington County, South Carolina (the "County"), has made the following findings:

WHEREAS, on May 9, 2006, the County Council held a public hearing pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") regarding the issuance by the South Carolina Jobs-Economic Development Authority, a public agency of the State of South Carolina ("Agency"), of its Variable Rate Demand Healthcare Facilities Revenue Bonds ("Bonds"), as part of a debt offering in a total amount not exceeding \$7,000,000 in aggregate principal amount, to be issued in one or more installments or series, for the purpose, among other things, of providing funds to be loaned to Eau Claire Cooperative Health Centers, Inc., a corporation not for profit, whose principal place of business is 4605 Monticello Road, Columbia, South Carolina, 29203, or one or more wholly-owned subsidiaries of Eau Claire (collectively, the "Company") for financing or refinancing the acquisition, development and rehabilitation by the Company of a women's health center and pediatric urgent care facility to be located at the corner of Harden and Lady Streets in Columbia, South Carolina, in Richland County and refunding a portion of those certain \$3,000,000 Variable/Fixed Rate Secured Promissory Notes previously used to, among other purposes, finance or refinance the acquisition, development and rehabilitation by the Company of one or more healthcare facilities known as: 1) Brookland Community Pediatrics, located at 500 North 12th Street, West Columbia, SC 29169-6502; 2) Brookland-Cayce Medical Practice, located at 1115 State Street, Cayce, SC 29033-4342; and 3) Pediatrics of Batesburg/Leesville, located at 120 West Church Street, Leesville, SC 29070 (the "Lexington Facilities"); and

WHEREAS, because the Lexington Facilities are located in the County, in order to satisfy the requirements of Section 147(f) of the Code, it is necessary for the County Council to approve the Bonds after the public hearing has been held;

WHEREAS, the Company is hereby requesting that the County Council approve issuance of the Bonds by adopting this Resolution at a duly called meeting and after the holding of a public hearing that has been properly noticed for the date hereof.

NOW THEREFORE, BE IT RESOLVED, by the County Council as follows

Section 1. Solely for purposes of satisfying Section 147(f) of the Code, the Bonds are approved.

Section 2. This Resolution is given solely for the purpose of complying with the provisions of Section 147(f) of the Code and for no other purpose, and the Bonds shall in no way be an obligation or liability of the County, or any other political subdivision, agency or corporate body.

Section 3. The Chairperson of the County Council is hereby authorized and directed to execute such documents as may be necessary to evidence the County's "host approval", as defined in Section 147(f) of the Code and the applicable United States Treasury Regulations thereunder.

Section 4. The appointment of the Chairperson to conduct a public hearing regarding "host approval", as defined in Section 147(f) of the Code and the applicable United States Treasury Regulations thereunder, in connection with issuance of the Bonds following reasonable public notice thereof is hereby confirmed and ratified.

Done in a meeting duly assembled this 9th day of May 2006.

LEXINGTON COUNTY, SOUTH CAROLINA

Chairperson of County Council
Lexington County, South Carolina

ATTEST

Clerk to County Council
Lexington County, South Carolina

Per Lisa (Michael's secretary)
They will run ad in the 4/11
State paper for public hearing
on May 9th

15 - Redoing Public Hearing
N/Aree

Notice of Public Hearing - Lexington County Council 5/9/06 (Eau Claire)

was inserted in THE STATE, a daily newspaper of general circulation in the City of Columbia, State and County aforesaid, in the issues of

April 11, 2006

Subscribed and sworn to before me

on this day April 17, 2006

Erin F. Harbman

My commission expires
March 10, 2013

Notary Public

"Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

NOTICE OF
PUBLIC
HEARING

For the purpose of Section 147(1) of the Internal Revenue Code of 1986, as amended, notice is hereby given that the Lexington County Council will hold a public hearing at 4:30 p.m. on Tuesday, May 9, 2006, in the Lexington County Council Chambers located at 212 S. Lake Drive, Lexington, South Carolina, 29072, regarding the issuance of bonds in one or more series by the South Carolina Jobs-Economic Development Authority to provide funds to be loaned to Eau Claire Cooperative Health Centers, Inc. ("Eau Claire"), a corporation not for profit, whose principal place of business is 4605 Montecillo Road, Columbia, South Carolina, 29203, or one or more wholly owned subsidiaries of Eau Claire (collectively, the "Company") for financing or refinancing the acquisition, development, rehabilitation, ownership by the Company of a women's health center and pediatric urgent care facility to be located at the corner of Harden and Lady Streets in Columbia, South Carolina, in Richland County, South Carolina ("Women's Center") and refunding a portion of those certain \$3,000,000 Variable/Fixed Rate Secured Promissory Notes previously used to finance or refinance the acquisition, development, rehabilitation, ownership by the Company of one or more health care facilities known as 1) Brookland Community Pediatrics, located at 500 North 12th Street, West Columbia, SC 29169-

6502; 2) Brookland-Cayce Medical Practice, located at 1115 State Street, Cayce, SC 29033-4342; and 3) Pediatrics of Batesburg/Leesville, located at 120 West Church Street, Leesville, SC 29070 (collectively, "Lexington Practices") (collectively, "Lexington Practices" and "Women's Center" are "Project").

The plan of finance contemplates that the South Carolina Jobs-Economic Development Authority, a public agency of the state of South Carolina (the "Agency"), will issue in respect of the Women's Center, together with the other components of the Project, including refinancing for the Lexington Practices, not exceeding \$7 million in aggregate principal amount of its Healthcare Facilities Revenue Bonds (the "Bonds"), in one or more installments or series, and loan the proceeds of these Bonds to the Company. The Project will be owned by the Company.

The Bonds, when issued, will be special, limited obligations of the Agency payable solely out of the revenues derived from financing agreements with the Company. The Bonds and interest thereon shall never constitute the debt or indebtedness of the Agency or any State or any political subdivision or municipality thereof or a loan of the credit of any of them, within the meaning of any constitutional or statutory provision.

At the time and place fixed for this public hearing all who appear will be given an opportunity to express their views for or against the proposal to approve these Bonds and the plan of finance, including the Project. Prior to this public hearing, written comments may be delivered to the Clerk to the Lexington County Council at the address provided above. All interested persons are invited to present their comments at the time and place of the Public Hearing.

37247

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COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING



M E M O R A N D U M

DATE April 18, 2006

TO Art Brooks, County Administrator
Katherine Doucett, HR Director
Assistant County Administrator

FROM John Fechtel, Public Works Director
Assistant County Administrator 

RE Low Impact Development Incentives

Public Works recommends the following incentives to assist in encouraging low impact development (LID)

1. Offer two residential and one commercial project a reduced (50%) plan review fee.
2. Reduced fee offer limited to one per developer.
3. Residential projects limited to one in a sandy soils area and one in a clay soils area.
4. Commercial project can be in either soils type.
5. Reduced fee will be offered at original plan submittal with the stipulation that if the LID concept is not carried through to completion, the fee will revert to full price
6. LID incentives will be offered to the first developers presenting this concept in a mandatory predevelopment meeting with Public Works Stormwater Management

We feel this incentive will assist the County in getting a "buy-in" from the development community Attached is a copy of our current fee schedule

An example of a 100 lot residential subdivision incentive is as follows:

Current review fee
 $\$500 + \$10/\text{lot} \times 100 = \$1\ 500$

LID incentive
 $\$250 + \$5/\text{lot} \times 100 = \750



Lexington County

DEVELOPMENT REVIEW and PERMIT FEES

Effective 10-03-2005

SUBDIVISION REGULATIONS (Printed copy \$10, Free pdf format on web site)

Summary Plat submission	\$40 plus \$5 per lot
Preliminary Plat submission	\$60 plus \$10 per lot
Bonded Plat submission	\$60 plus \$10 per lot
Final Plat submission	\$60 plus \$10 per lot
Revised Plat submission	\$50

STORMWATER MANAGEMENT AND SEDIMENT CONTROL ORDINANCE (Printed copy \$5)

<u>Stormwater Design & Construction</u>	<u>Plan Review, Permit, and Inspection Fees</u>
Subdivision Plan Review (includes 1 st review & 1 st resubmittal, including as-builts)	\$500 plus \$10 per lot
Stormwater (Sediment & Erosion) Permit	\$500
Additional Plan Revisions	\$500
Subdivision Construction Inspections	\$1,000 plus \$10 per lot
Re-inspection (all after 2 nd inspection).	\$200
Commercial Project Review (includes 1 st review & 1 st resubmittal, including as-builts)	\$500 plus \$100 per acre
Land Disturbance Permit (Level II)	\$250
Additional Plan Revisions	\$250
Commercial Project Inspections	\$1,000 plus \$100 per acre
Re-inspection (all after 2 nd inspection)	\$200

ZONING ORDINANCE (Printed copy \$10, Free pdf format on web site)

Zoning Permit Residential and Accessory to Residential	\$40 per acre (or portion)/\$1000 maximum
Nonresidential	\$50 per acre (or portion)/\$1000 maximum
Home Occupation Permit.	\$50
Sign Permit Business.	\$50
Temporary & Small Advertising	\$100
Advertising (Billboard)	\$150
Zoning Verification Letter	\$10
Zoning Letter w/ Plan Verification	\$45
Zoning Compliance Review	\$25
Zoning Waiver Residential	\$20
Nonresidential	\$45
Development Plat.	\$45
Zoning Variance Request Residential	\$75
Nonresidential	\$150
Zoning Appeal & Special Exception Request	\$150
Zoning Text Amendment Request	\$100
Zoning Map Amendment Request	\$150 per every 10 acres (portion thereof)

LANDSCAPE ORDINANCE (Free printed copy, Free pdf format on web site)

Landscape Permit	\$40 per acre (or portion)/\$1000 maximum
Landscape Variance Request	\$100
Landscape Appeal	\$100
Landscape Text Amendment Request	\$100
Landscape Map Amendment Request	\$100

BUILDING CODES ORDINANCE (Free pdf format on web site)

Permit Refund Fee	\$5
Appeal to Board of Adjustment	\$0
Amendment Request	\$50
Compliance Inspection	\$25
Relocation Permit	\$75
Mobile Home Permit Singlewide	\$135
Multi-section	\$265
Non-residential Swimming Pool Permit	\$50
Temporary Power Permit	\$25
Re-inspections	\$0 first re-inspection \$25 all others

Residential Fees

\$3/K or % thereof (\$10 minimum)
\$3/K or % thereof (\$10 minimum)
\$300 for 1 st \$100,000 + \$2 per additional K or % thereof
\$1,100 for 1 st \$500,000 + \$1 per additional K or % thereof

Building Permits:

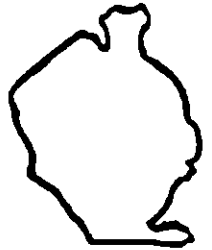
\$0 - \$3,000.00 value
\$3,000.01 - \$100,000.00 value
\$100,000.01 - \$500,000.00 value
Over \$500,000 value

Commercial Fees

\$12
\$4/K or % thereof (\$12 minimum)
\$400 for 1 st \$100,000 + \$3 per additional K or % thereof
\$1,600 for the first \$500,000 + \$2 per additional K or % thereof




COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING



M E M O R A N D U M

DATE: April 18, 2006

TO: Art Brooks, County Administrator
Katherine Doucett, HR Director
Assistant County Administrator

FROM: John Fechtel, Public Works Director 
Assistant County Administrator

RE: Reconsideration for Paving a Portion of Clay Hill Road

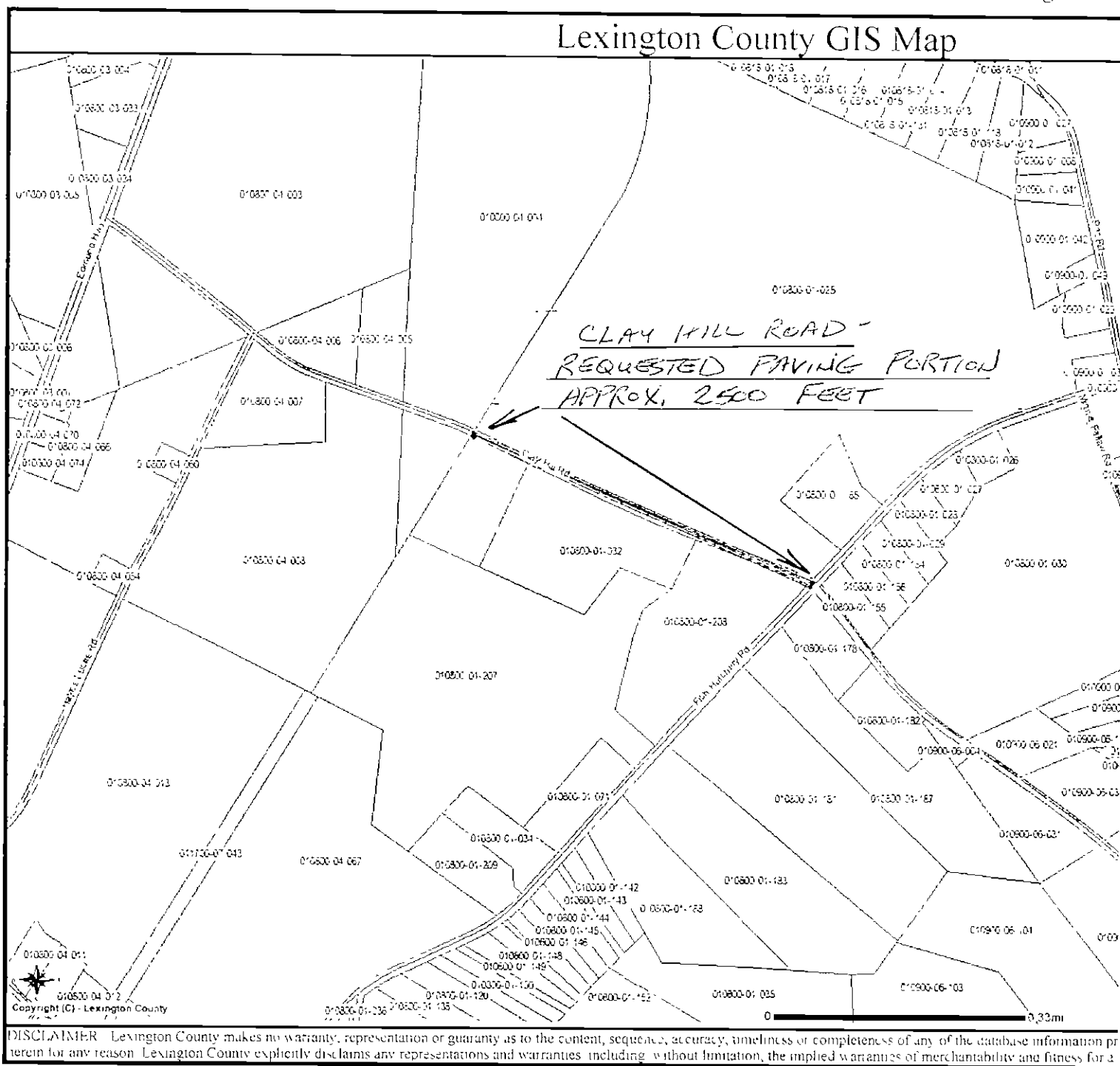
We have been contacted by members of the Hensler family about paving approximately 2500 linear feet of Clay Hill Road. Clay Hill Road was approved for paving in 1999, letters were sent and a majority of property owners agreed to provide the necessary road right-of-way and drainage easements.

Once plans were complete, we attempted to have all documents signed. Apparently when the right-of-way agents for our engineering company first met with the property owners, they discussed road right-of-way and not drainage easements. When the agents went back for the drainage easement signatures, several property owners would not sign. Based on this, we could pave about one-mile of the approximately three-mile road. Milled / crushed asphalt has been placed in the areas where right-of-way was not obtained.

As stated before, the Hensler family owns both sides of the road for approximately 2500 linear feet and are now willing to provide the necessary road right-of-way and drainage easements. In the past our policy has been if an entire road was dropped due to right-of-way issues, we would require it to be petitioned again and re-ranked on the priority list. If a road was programmed, as in Clay Hill Road, then we would ask County Council for reconsideration, which has been our policy to this point.

If Council approves, we will need approximately \$55,000.00 total in "C" Funds for Public Works to pave this section (materials only). We currently have \$8,900.00 in the Clay Hill Road account, requiring an additional \$46,100.00.

Please place this on the Public Works Committee agenda for their consideration.



RESOLUTION

THE COUNCIL FOR THE COUNTY OF LEXINGTON, SOUTH CAROLINA, MEETING IN GENERAL SESSION THE 25TH DAY OF APRIL, TWO THOUSAND AND SIX ADOPTED THE FOLLOWING:

WHEREAS, Regie and Brenda Price are life-long residents of Lexington County who have devoted their lives volunteering and working with children throughout Lexington County. They began their spirit of community involvement at Brookland-Cayce High School where they both graduated; and

WHEREAS, Brenda retired after 24 years as an elementary teacher at Springdale Elementary and was the recipient of District Two's Heros and Heroines; and

WHEREAS, during her career with Springdale Elementary she was an advocate of the P.T.A. organization, serving in numerous leadership capacities, and continues to touch the lives of former first grade students by acknowledging their accomplishments as adults by sending notes of congratulations; and

WHEREAS, both Regie and Brenda were involved for many years as Troop Leaders and Day Camp Leaders for Girl Scouts. They were instrumental in planning memorable trips to such places as Wyoming, Washington, D.C. and England. In addition, Regie served on the Congaree Girl Scout Council Board of Directors. Because of their love for camping, they became involved with the SC Starcraft Camping Club and are featured writers for Starcraft's International publication; and

WHEREAS, Regie retired from Lexington District Two after 25 years of dedicated service. He began as a Boy Scout volunteer in 1968, having served as Scoutmaster for over 15 years. He continued to serve in numerous Council and District leadership roles as a volunteer; and

WHEREAS, Regie and Brenda are both active in their community and their church, Faith Lutheran, where Regie is a life-long member and Brenda has been a member since her high school years. They served on numerous Boards and Committees and are always there to help in whatever capacity they are needed

NOW, THEREFORE, BE IT RESOLVED that we, the members of Lexington County Council, honor and thank **REGIE and BRENDA PRICE** for the many years they have dedicated to enrich the many lives they have touched through their volunteer and unselfish acts of kindness.

M. Todd Cullum, Chairman

Joseph W. "Joc" Owens, V Chairman

James E. Kinard, Jr.

William C. "Billy" Derrick

George H. "Smokey" Davis

Debra B. Summers

Bobby C. Keisler

Johnny W. Jeffcoat

John W. Carrigg, Jr.

ATTEST:

A P P O I N T M E N T S - B O A R D S & C O M M I S S I O N S

April 25, 2006

JIM KINARD

Assessment Appeals Board - Vacant - Term expires 09/21/08

Children's Shelter - Suzanne Clark - Term expires 06/30/06 - Eligible for reappointment

SMOKEY DAVIS

Children's Shelter - David S. Hipp - Term expires 06/30/06 - Not eligible for reappointment

JOHNNY JEFFCOAT

Museum Commission - Sandra Burdett - Term expired 11/01/05 - Not eligible for reappointment

JOHN CARRIGG

Assessment Appeals Board - Vacant - Term expires 09/21/06

Children's Shelter - Vacant - Term expired 6/30/01

Museum Commission - Vacant - Term expires 11/01/06

TODD CULLUM

Children's Shelter - Vacant - Term expired 6/30/03

Board of Zoning Appeals - Marvin Stanley Smith - Term expired 12/31/05 - Eligible for reappointment

AIKEN/BARNWELL/LEXINGTON COUNTIES COMMUNITY ACTION COMMISSION, INC.

Juanice Aaron - Term expired 12/31/05 - Eligible for reappointment

BUILDING CODE BOARD OF APPEALS

Plumbing - Perry Kimball - Term expired 8/13/03 - Not eligible for reappointment

CENTRAL MIDLANDS COUNCIL OF GOVERNMENTS

William A. Brooks - Term expires 06/15/06

HEALTH SERVICES DISTRICT - AT LARGE

James D. Whitehead, M.D. - At Large - Term expired 3/10/06 - Eligible for reappointment

MIDLANDS WORKFORCE DEVELOPMENT BOARD

Chevis F. Ballentine, Jr. (Private Sector Rep) - Term expires 06/30/06 - Eligible for reappointment

RIVERBANKS PARK ZOO

J. Carroll Shealy - Term expires 07/30/06 - Term expires 07/31/06 - Not eligible for reappointment

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8385

(F) 785-2240

DATE: April 10, 2006

TO: Art Brooks
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager *Sheila R. Fulmer*

FROM: Janice A. Bell, CPPB
Procurement Officer *Janice Bell*

SUBJECT: **EMS Protective Clothing & Accessories - Public Safety/EMS**
B06032-03/22/06B

Competitive sealed bids were solicited for the purchase of EMS Protective Clothing and Accessories for Public Safety/EMS. We received fifteen (15) bids of which five (5) were no bids (see attached bid tabulation). The bids were evaluated by Brian Hood, Emergency Medical Services Coordinator and Janice Bell, Procurement Officer.

This clothing will be used by EMS personnel on scenes where vehicle extrication equipment and/or rescues will be performed. OSHA 1910.1030 requires employers to provide personal protective equipment to employees who have a high probability of an occupational exposure to blood or other potentially infectious materials (OPIM). This gear would help to protect our responders in the event of an attack by a weapon of mass destruction. The grant procedures have been approved by the South Carolina Law Enforcement Division.

It is our recommendation to make multiple awards to the lowest bidders meeting specifications for a total cost including sales tax of \$15,139.82 as follows:

Item #1	Safe Industries	\$8,193.64
Items #2 & 4	C W. Williams	\$4,587.68
Item #3	Nafeco of SC	\$2,358.50

Funds are appropriated in the following account:

2476-131400-540022	State Homeland Security Grant
Personal Protective Equipment	\$15,139.82

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on April 25, 2006.

Attachment

copy: Larry Porth, Director of Finance/Assistant County Administrator
Chief Bruce Rucker, Assistant Sheriff/Director of Public Safety and Homeland Security
Brian Hood, Emergency Medical Services Coordinator

County of Lexington

Bid Tabulation

BC0032 bid
03/23/06

BID 000032-03/22/06B

ELIS PROTECTIVE CLOTHING & ACCESSORIES

		Moore Medical Supply	Anim Health	Charlotte Equipment	Southeastern Emergency				
Quantity	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
100	Protective Jacket	No Bid		No Bid		\$90.00	\$9,000.00	No Bid	
100	Helmet	No Bid		No Bid		No Bid		No Bid	
100	Goggles	No Bid		No Bid		No Bid		No Bid	
100	Gloves	No Bid		No Bid		No Bid		No Bid	
450	Call-In Bag	No Bid		No Bid		No Bid		No Bid	

		Jack L. Stagle	Safe Industries	Nafeco	Municipal Emergency				
Quantity	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total		
100	Protective Jacket	\$79.76	\$7,976.00	See Below		\$99.00	\$9,900.00	No Bid	
100	Helmet	\$30.20	\$3,020.00	\$42.50	\$4,250.00	No Bid		\$28.25	\$2,825.00
100	Goggles	\$37.95	\$3,795.00	\$25.00	\$2,500.00	\$25.25	\$2,525.00	No Bid	
100	Gloves	\$23.00	\$2,300.00	\$28.50	\$2,850.00	No Bid		No Bid	
450	Cell-In Bag	\$32.13	\$14,458.50	\$27.00	\$12,150.00	No Bid		No Bid	
				Item 1					
				1xl \$74.80					
				2xl \$86.02					
				3xl \$88.13					
				4xl \$103.77					

		Municipal Emerg	(Alt Bid)	Bound-Free	Armstrong Medical	CW Williams	
Quantity	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total
100	Protective Jacket	See Below		No Bid		No Bid	
100	Helmet	\$29.81	\$2,981.00	No Bid		No Bid	
100	Goggles	\$24.43	\$2,443.00	No Bid		No Bid	
100	Gloves	See Below		No Bid		No Bid	
450	Call-In Bag	\$18.79	\$8,451.00	No Bid		No Bid	
		Item 1					
		1xl \$95.95					
		2xl \$111.27					
		3xl \$116.04					
		Item 4					
		9" \$20.11					
		11" \$21.25					

		Chief Protection	Environmental Safety Unit	Nafeco of SC			
Quantity	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total
100	Protective Jacket	See Below		\$96.32	\$9,632.00	\$107.00	\$10,700.00
100	Helmet	\$32.10	\$3,210.00	\$27.98	\$2,798.00	\$46.00	\$4,600.00
100	Goggles	\$26.58	\$2,658.00	\$25.50	\$2,550.00	\$22.25	\$2,225.00
100	Gloves	\$34.99	\$3,499.00	\$29.75	\$2,975.00	\$35.00	\$3,500.00
450	Call-In Bag	\$24.16	\$10,872.00	\$27.95	\$12,577.50	\$159.99	\$71,995.50
		Item 1					
		1xl \$119.00				Item 1	
		2xl \$135.43				surcharges apply to	
		3xl \$142.24				sizes 50-	
		4xl \$155.48					
		5xl \$188.72					

Bids Opened March 22, 2006

Janice A. Bell, CPPB
Procurement Officer



COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

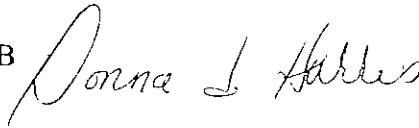
DATE: April 17, 2006

TO: Art Brooks
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager



FROM: Donna J. Harris, CPPB
Procurement Officer



SUBJECT: Glock 9MM Semi-Automatic Guns - Sheriff's Department

We received a requisition for the purchase of twenty-four (24) Glock Model 26 9MM Semi-Automatic Guns for the Sheriff's Department. Each handgun will be equipped with a Glock night sight, two (2) magazines each, and a five (5) pound trigger pull. The guns will be used as a backup weapon in case the primary gun cannot be used. The additional weapons will have a great impact on the safety and security of law enforcement personnel.

This equipment will be purchased from Lawmen's Safety Supply through the South Carolina State Contract #05-S6726-A11237 for a total cost of \$10,404.96 including applicable sales tax.

Funds are appropriated in the following account:

1000-151200-5A6454	(24) Glock Semi-Automatic Pistols	\$10,404.96
--------------------	-----------------------------------	-------------

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on April 25, 2006.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Sheriff James Metts
Chief Keith Kirchner, Assistant Sheriff
Colonel Allan Paavel, Director of Administration, Sheriff's Department

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

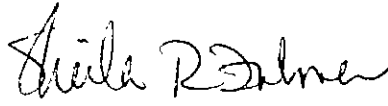
(O) 785-8385

(F) 785-2240

DATE: April 6, 2006

TO: Art Brooks
County Administrator

THROUGH: Sheila R. Fulmer, CPPB
Procurement Manager



FROM: Janice A. Bell, CPPB
Procurement Officer



SUBJECT: Motorola Radios and Accessories - Sheriff's Department

We received a requisition for the purchase of four (4) Motorola Radios and Accessories for the Sheriff's Department. These radios will be for the reserve officer program. The reserves rely on a pool of radios that are checked out on an as needed basis. The increase in the radio inventory will allow greater flexibility and should increase the number of hours worked by the reserve officers. Every hour worked by a reserve officer saves the taxpayers dollars. This equipment will be purchased directly from the manufacturer (Motorola) through the South Carolina State Contract #OIR2002.07. The total cost of the radios and accessories is \$19,265.75 including applicable tax.

Funds are appropriated in the following account:

1000-151200-5A6493	(4) MHZ Radios	\$19,265.75
--------------------	----------------	-------------

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on April 25, 2006.

copy: Larry Porth, Director of Finance/Assistant County Administrator
Chief Bruce Rucker, Assistant Sheriff/Director of Public Safety & Homeland Security
Sylvia Dillon, Sheriff's Department

MEMORANDUM

April 25, 2006

TO: County Council

FROM: Diana Burnett

RE: Summer Meeting Schedule

It has been the custom of Council to meet only once during the months of July, August, and September, and to hold the first meeting (second Tuesday) of those months. Due to a possible conflict with SCAC being scheduled the first week of August, Council may want to consider meeting on the fourth Tuesday in August. If Council wishes to meet only once a month, it would be helpful to make a decision as soon as possible so that staff can plan accordingly. Of course, the Chairman can always call a special meeting if needed.

Thank you.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
July 2006						1
2	3	4	5	6	7	8
9	10	11 COUNCIL MTG.	12	13	14	15
16	17	18	19	20	21	22
23	24	25 COUNCIL MTG.	26	27	28	29
30	31					

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
August 2006						
		1	2	3 SCAC	4 SCAC	5 SCAC
6 SCAC	7	8 COUNCIL MTG.	9	10	11	12
13	14	15	16	17	18	19
20	21	22 COUNCIL MTG.	23	24	25	26
27	28	29	30	31		

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
September 2006						
					1	2
3	4	5	6	7	8	9
10	11	12 COUNCIL MTG.	13	14	15	16
17	18	19	20	21	22	23
24	25	26 COUNCIL MTG.	27	28	29	30



COUNTY OF LEXINGTON, SOUTH CAROLINA

Community Development

County Administration Building, 4th Floor
212 South Lake Drive, Lexington, SC 29072
(803)785-8121

ZONING MAP AMENDMENT APPLICATION # **M06-03**

Address and/or description of the property for which the amendment is requested:

2211 Lake Murray Blvd., Columbia SC 29212

Zoning Classifications: (Current) (D) Development (Proposed) (C2) General Commercial

TMS#: 002697-01-013 Property Owner: Wateree Plaza, A Limited Partnership

Reason for the request: The intent is to rezone the subject property that is currently a residence for use as a professional office building.

Even though this request will be carefully reviewed and considered, the burden of proving the need for the amendment rests with the applicant.

Date of Application: 04/06/06 Applicant: Owner ☐ Agent ☒

Phone #(s): work (803) 609-3777

Signature: [Signature] Printed Name: Brant Taylor

Street/Mailing Address: 445 Crockett Rd, Columbia SC 29212

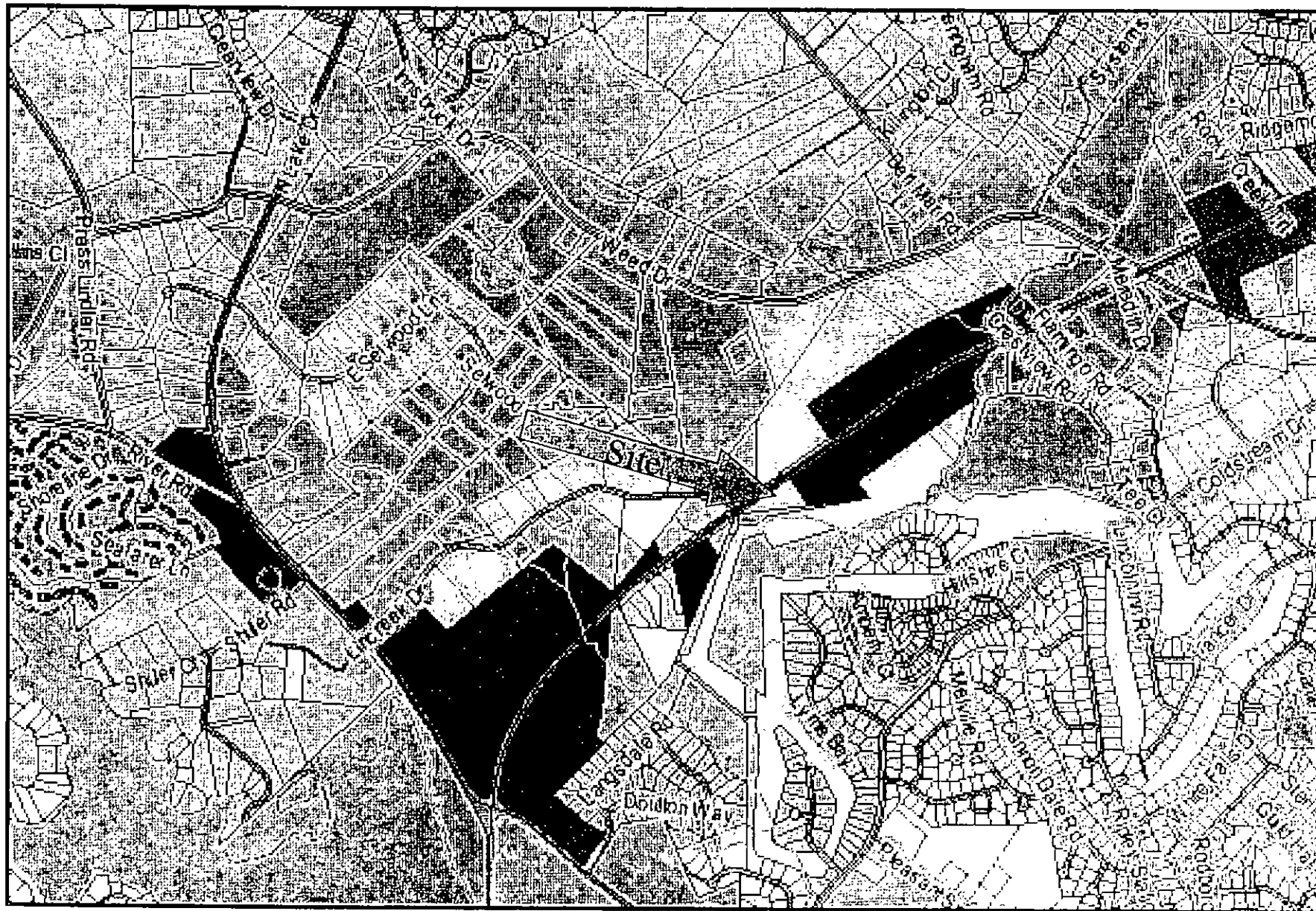
04/06/06	Application Received
	Newspaper Advertisement
	Notices Mailed

04/06/06	Fee Received
	Property Posted
	Planning Commission

Planning Commission Recommendation: _____

<u>4/25/06</u> First Reading	Public Hearing	Second Reading	Third Reading
------------------------------	----------------	----------------	---------------

Results: _____



ZONING MAP AMENDMENT REQUEST #M106-03



ZONING MAP AMENDMENT REQUEST #M06-03

ORDINANCE

AN ORDINANCE AUTHORIZING PURSUANT TO CHAPTER 44 OF TITLE 12, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA AND SOUTH CAROLINA ELECTRIC & GAS COMPANY; AND MATTERS RELATING THERETO.

WHEREAS, Lexington County (the "County"), a public body corporate and politic under the laws of the State of South Carolina has, by an Inducement Resolution adopted on February 28, 2006 (the "Resolution"), taken official action to identify the Project (as defined below) (referring to the Project as Project Elizabeth) for purposes of applicable fee-in-lieu of taxes statutes and otherwise;

WHEREAS, the County, by a Second Inducement Resolution adopted on March 28, 2006 (the "Second Resolution"), has taken action to supersede and replace the Resolution of February 28, 2006 with the Second Resolution for purposes of applicable fee-in-lieu of taxes statutes and otherwise;

WHEREAS, the County desires to enter into a Fee Agreement with **SOUTH CAROLINA ELECTRIC & GAS COMPANY** (the "Company"), which shall provide for payments of fees-in-lieu of taxes for a project qualifying under the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the "Act");

WHEREAS, the County and the Company desire to enter into a Fee Agreement, as defined in the Act, concerning the establishment of a facility in the County for the transmission of electricity, and which will consist of certain land, buildings, or other improvements thereon and all machinery, apparatus, equipment, and other personal property for the purpose of the transmission of electricity and any and all activities relating thereto (which properties and facilities constitute a project under the Act and are referred to herein as "Project"). The Project is expected to provide significant economic benefits to the County and surrounding areas. In order to induce the Company to locate the Project in the County, the County has agreed to charge a fee-in-lieu of taxes with respect to the Project and otherwise make available to the Company the benefits intended by the Act;

WHEREAS, Lexington County Council (the "County Council") has caused to be prepared and presented to this meeting the form of the Fee Agreement between the County and the Company, which the County proposes to execute and deliver;

WHEREAS, as further inducement to the Company, the County will utilize an existing Multi-County Industrial Park which will include the site of the Project (the "MCIP") under the provisions of Article VIII, Section 13 of the Constitution of the State of South Carolina of 1895, as amended (the "State Constitution"), and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (collectively, the "MCIP Law");

WHEREAS, under the provisions of Sections 4-1-175 of the Code of Laws of South Carolina, 1976, as amended, and Section 12-44-70 of the Act (collectively, the "Infrastructure Law"), the County is authorized to use revenues received from payments of fees-in-lieu of taxes under the Infrastructure Law, the Act and/or the MCIP Law for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving or expanding the infrastructure serving the Project;

WHEREAS, the Company has requested the County to use a portion of the above aforementioned payments for the purpose of defraying the costs of designing, acquiring, constructing, improving or expanding the infrastructure serving the Project as permitted by the Infrastructure Law (the "Infrastructure");

WHEREAS, the County Council, having found that the Infrastructure will serve the County and, as a direct result of the acquisition thereof, assist the County in its economic development efforts by inducing the Company to locate its facility in the County, proposes to provide an Annual Special Source Revenue Credit (as defined in the Fee Agreement) against payments of fees-in-lieu of taxes to be made concerning the Project pursuant to the Infrastructure Law, the Act and/or the MCIP Law; and

WHEREAS, it appears that the document above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended;

NOW, THEREFORE, BE IT ORDAINED by the County Council in meeting duly assembled as follows:

Section 1. Pursuant to the Act and particularly Section 12-44-40(H) and (I) thereof, the County Council has made and hereby makes the following findings:

(a) The Project constitutes a "project" as said term is referred to and defined in Section 12-44-30 of the Act;

(h) It is anticipated that the Project will benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes;

(d) It is anticipated that the cost of planning, designing, acquiring, constructing and completing the Project will require expenditures of not less than \$35,000,000;

(e) The benefits of the Project to the public are greater than the costs to the public;

(f) Neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any charge against its general credit or taxing power; and

(g) Having evaluated the purposes to be accomplished by the Project as proper governmental and public purposes, the anticipated dollar amount and nature of the investment to be made, and the anticipated costs and benefits to the County, the County has determined that the Project is properly classified as economic development property.

Section 2. In order to promote industry, develop trade and utilize the manpower, agricultural products and natural resources of the State, the form, terms and provisions of the Fee Agreement which is before this meeting and filed with the Clerk to County Council is hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chair of County Council and the Clerk to County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. The Chair of County Council and the Clerk to County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 4. The consummation of all transactions contemplated by the Fee Agreement and a multi-county industrial park agreement are hereby approved.

Section 5. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 6. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 7. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

DONE, RATIFIED AND ADOPTED this _____ day of _____, 2006.

LEXINGTON COUNTY, SOUTH CAROLINA

M. Todd Cullum
Chair of Lexington County Council

ATTEST:

By: _____
Diana W. Burnett
Clerk to Lexington County Council

First Reading: _____
Second Reading: _____
Public Hearing: _____
Third Reading: _____

FEE AGREEMENT
BETWEEN LEXINGTON COUNTY, SOUTH CAROLINA
AND
SOUTH CAROLINA ELECTRIC & GAS COMPANY
DATED AS OF
_____, 2006

TABLE OF CONTENTS

PAGE

FEE AGREEMENT	1
ARTICLE I RECAPITULATION AND DEFINITIONS	2
SECTION 1.1. Statutorily Required Recapitulation.....	2
SECTION 1.2. Rules of Construction; use of Defined Terms	2
SECTION 1.3. Definitions ..	2
ARTICLE II LIMITATION OF LIABILITY; INDUCEMENT	5
SECTION 2.1. Limitation of Liability	5
SECTION 2.2. Inducement.....	5
ARTICLE III REPRESENTATIONS, WARRANTIES AND COVENANTS.....	5
SECTION 3.1. Representations and Warranties of the County.....	5
SECTION 3.2. Covenants by the County	6
SECTION 3.3. Representations and Warranties of the Company.....	6
ARTICLE IV COMMENCEMENT AND COMPLETION OF THE PROJECT.....	7
SECTION 4.1. The Project.....	7
SECTION 4.2. Diligent Completion	8
SECTION 4.3. Modifications to Project.....	8
ARTICLE V PAYMENTS-IN-LIEU-OF-TAXES; DISPOSITION OF PAYMENTS-IN- LIEU-OF-TAXES.....	8
SECTION 5.1. Payments-in-Lieu-of-Taxes	8
SECTION 5.2. Disposal of Property; Replacement Property..	9
SECTION 5.3. Fee Term	10
SECTION 5.4. Minimum Investment.....	10
ARTICLE VI PROPERTY TAX EXEMPTION AND ABATEMENT	10
SECTION 6.1. Protection of Tax Exempt Status of the Project.....	10
ARTICLE VII EFFECTIVE DATE	11
SECTION 7.1. Effective Date	11
ARTICLE VIII SPECIAL COVENANTS	11
SECTION 8.1. Confidentiality	11
SECTION 8.2. Indemnification Covenants	11
SECTION 8.3. Assignment and Leasing	12
ARTICLE IX EVENT OF DEFAULT AND REMEDIES	13
SECTION 9.1. Events of Default Defined	13
SECTION 9.2. Remedies on Default.....	13
SECTION 9.3. No Additional Waiver Implied by One Waiver.....	13
ARTICLE X OPTION OF THE COMPANY	14
SECTION 10.1. Option to Terminate.....	14
ARTICLE XI MISCELLANEOUS	14
SECTION 11.1. Notices	14
SECTION 11.2. Binding Effect.....	15
SECTION 11.3. Invalidity and Severability.....	15
SECTION 11.4. Payments Due on Saturday, Sunday and Holidays.....	15
SECTION 11.5. Fiscal Year; Property Tax Year	15

SECTION 11.6.	Amendments, Changes and Modifications	15
SECTION 11.7.	Execution of Counterparts	15
SECTION 11.8.	Law Governing Construction of Agreement	16
SECTION 11.9.	Filings	16
SECTION 11.10.	Headings	16
SECTION 11.11.	Further Assurance	16

EXHIBIT A Description of Land

FEE AGREEMENT

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into as of _____, 2006, by and between **LEXINGTON COUNTY, SOUTH CAROLINA** (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council") as governing body of the County, and **SOUTH CAROLINA ELECTRIC & GAS COMPANY**, a corporation organized and existing under the laws of the State of South Carolina (the "Company").

WITNESSETH:

WHEREAS, the County is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act"), to enter into a Fee Agreement with companies meeting the requirements of such Act which identifies certain property of such companies as economic development property to induce such companies to locate in the State and to encourage companies now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State;

WHEREAS, pursuant to the Act, the County finds that (a) it is anticipated that the Project (as defined herein) will benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally; (b) neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public;

WHEREAS, pursuant to an Inducement Resolution dated February 28, 2006 (the "Inducement Resolution") the County committed to enter into a Fee Agreement with the Company which shall provide for payments of fees-in-lieu of taxes for a project qualifying under the Act using an assessment ratio of 6% and a fixed millage rate of 317.863 for 20 years; and

WHEREAS, pursuant to an Inducement Resolution dated _____, 2006 (the "Second Inducement Resolution"), the County committed to provide the Company an Annual Special Source Revenue Credit as defined herein; and

WHEREAS, pursuant to an Ordinance adopted on _____, 2006 (the "Ordinance"), as an inducement to the Company to develop the Project, the County Council authorized the County to enter into a Fee Agreement and a Multi-County Industrial and Business Park Agreement with the Company which identifies the property comprising the Project as economic development property under the Act subject to the terms and conditions hereof.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained and other value, the parties hereto agree as follows:

ARTICLE I

RECAPITULATION AND DEFINITIONS

SECTION 1.1. *Statutorily Required Recapitulation.* Pursuant to Section 12-44-55(B), the County and the Company agree to waive the recapitulation requirements of Section 12-44-55. If the Company should be required to retroactively comply with the recapitulation requirements of Section 12-44-55, then the County agrees to waive all penalties and fees of the County for the Company's noncompliance.

SECTION 1.2. *Rules of Construction; use of Defined Terms.* Unless the context clearly indicates otherwise, in this Fee Agreement words and terms defined in Section 1.3 hereof are used with the meanings ascribed thereto. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

From time to time herein, reference is made to the term taxes or *ad valorem* taxes. All or portions of the Project will be located in a Multi-County Industrial Park and are exempt from *ad valorem* taxation under and by virtue of the provisions of Paragraph D of Section 13 of Article VIII of the S.C. Constitution (the "MCIP Provision"). With respect to facilities located in a Multi-County Industrial Park, references to taxes or *ad valorem* taxes means the payments-in-lieu-of-taxes provided for in the MCIP Provision, and, where this Fee Agreement refers to payments of taxes or Payments-in-Lieu-of-Taxes to County Treasurers, such references shall be construed to mean the payments to the counties participating in such a Multi-County Industrial Park.

SECTION 1.3. *Definitions.*

"Act" means Title 12 Chapter 44, Code of Laws of South Carolina 1976, as in effect on the date hereof and, to the extent such amendments are specifically made applicable to this Fee Agreement or the Project, as the same may be amended from time to time; provided that if any such amendment shall be applicable only at the option of the County or the Company, then such amendment shall only be applicable with the consent or at the request of the Company.

"Annual Special Source Revenue Credit" means an annual credit for ten (10) years, beginning with respect to the property tax year in which the Project property is first subject to Payments-in-Lieu of Taxes granted by the County to the Company for the purpose of defraying a portion of the cost of infrastructure improvements of the Company pursuant to Section 12-44-70 of the Act, and/or Section 4-1-175 of the Code of Laws of South Carolina, as amended, in an amount equal to 20% of the annual Payments-in-Lieu-of-Taxes relating to the Project.

"Applicable Governmental Body" means each governmental entity within the State having jurisdiction over or the right to approve or disapprove any or all of the Documents.

"Chair" means the Chair of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Chair).

"City" means the City of Cayce located in Lexington County, South Carolina.

“Clerk” means the Clerk of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Clerk).

“Commencement Date” means the last day of the property tax year when Project property is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Company have entered into this Agreement.

“Company” means **South Carolina Electric & Gas Company**, a corporation organized and existing under the laws of the State of South Carolina.

“County Council” means the County Council of the County.

“County” means **Lexington County, South Carolina**, and its successors and assigns.

“Distribution Agreement” means Agreement Concerning Distribution of Fee-in-Lieu of Taxes for South Carolina Electric & Gas Company executed by the County on _____, 2006, and by the City on _____, 2006.

“Documents” means the Ordinance, this Fee Agreement, the Distribution Agreement and the Multi-County Industrial and Business Park Agreement.

“DOR” means the South Carolina Department of Revenue and any successor thereto.

“Equipment” means all machinery, apparatus, equipment, fixtures, office facilities, furnishings and other personal property to the extent such property becomes a part of the Project under this Fee Agreement.

“Event of Default” shall mean any Event of Default specified in Section 9.1 of this Fee Agreement.

“Fee Agreement” means this Fee Agreement dated as of _____, 2006, between the County and the Company.

“Fee Term” shall mean the duration of this Fee Agreement with respect to each Stage of the Project as specified in Section 5.3 hereof.

“Improvements” shall mean improvements now or hereafter situated on the land identified on Exhibit A hereto, together with any and all additions, accessions, replacements and substitutions thereto or therefor, and all fixtures now or hereafter attached thereto, to the extent such additions, accessions, replacements, and substitutions become part of the Project under this Fee Agreement.

“Inducement Resolution” shall mean the Resolution of the County Council adopted on February 28, 2006 committing the County to enter into the Fee Agreement.

“Investment Period” shall mean the period beginning with the first day that economic development property is purchased or acquired and ending on the last day of the fifth property tax year following the Commencement Date, subject to an extension for such period as provided in Section 3.2(b) hereof

“Multi-County Industrial and Business Park” means an industrial and business park established for inclusion of the Project pursuant to the Multi-County Industrial and Business Park Agreement pursuant to Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended, and Article VIII, Section 13, paragraph D of the Constitution of South Carolina.

“Multi-County Industrial and Business Park Agreement” shall mean the Multi-County Industrial and Business Park Agreement dated December 11, 1995 and all amendments thereto between the County and Calhoun County.

“Ordinance” means the Ordinance adopted by the County on _____, 2006, authorizing this Fee Agreement.

“Payments-in-Lieu-of-Taxes” means the payments to be made by the Company pursuant to Section 5.1 of this Agreement.

“Project” shall mean the Equipment, Improvements, and Real Property together with the acquisition, construction, installation, design and engineering thereof which are eligible for inclusion as economic development property under the Act and become subject to this Fee Agreement. The parties agree that Project property shall consist of such property so properly identified by the Company in connection with its annual filing with the DOR of a SCDOR PT-300, or such comparable form, and with such schedules as the DOR may provide in connection with projects subject to the Act (as such filing may be amended or supplemented from time to time) for each year within the Investment Period.

“Real Property” shall mean the land identified on Exhibit A, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this Fee Agreement and to the extent improvements qualifying for the project are located on land whether or not the land qualifies for inclusion in the Project; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, to the extent such improvements and fixtures become part of the Project under this Fee Agreement.

“Replacement Property” means any property acquired or constructed after the Investment Period as a replacement for any property theretofore forming a part of the Project and disposed of, or deemed disposed of, as provided in Section 5.2 hereof.

“Stage” in respect of the Project shall mean the year within which Equipment and Improvements, and Real Property, if any, are placed in service during each year of the Investment Period.

“State” means the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

ARTICLE II

LIMITATION OF LIABILITY; INDUCEMENT

SECTION 2.1 *Limitation of Liability.* Any obligation which the County may incur for the payment of money as a result of the transactions described in the Documents shall never constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers but shall be payable solely out of the funds received by it under the Documents.

SECTION 2.2. *Inducement.* The County and the Company acknowledge that pursuant to the Act, upon execution of this Fee Agreement, no part of the Project will be subject to ad valorem property taxation in the State, and that this factor, among others, has induced the Company to enter into this Fee Agreement.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS

SECTION 3.1 *Representations and Warranties of the County.* The County makes the following representations and warranties to the Company and covenants with the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the Act to execute the Documents to which it is a party and to fulfill its obligations described in the Documents. By proper action, the County Council has duly authorized the execution and delivery of the Documents to which the County is a party and has taken all such action as is necessary to permit the County to enter into and fully perform the transactions required of it under the Documents.

(b) Neither the execution and delivery of the Documents, nor the consummation and performance of the transactions described in the Documents, violate, conflict with or will result in a breach of any of the material terms, conditions or provisions of any agreement, restriction, law, rule, order or regulation to which the County is now a party or by which it is bound.

(c) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the County, wherein an unfavorable decision, ruling or finding may or would materially affect the County's obligations hereunder or the consummation of the transactions described in the Documents

(d) Neither the existence of the County nor the rights of any members of County Council to their offices is being contested and none of the proceedings taken to authorize the execution, delivery and performance of such of the Documents as require execution, delivery and performance by the County has been repealed, revoked, amended or rescinded.

(e) All consents, authorizations and approvals required on the part of the County, State and all other Applicable Governmental Bodies in connection with the execution, delivery and performance by the County of such of the Documents as require execution, delivery and performance by the County have been obtained and remain in full force and effect as of the date hereof or will be obtained.

(f) The Project constitutes a "project" within the meaning of the Act.

(g) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered economic development property under the Act.

(h) The Documents to which the County is a party are (or, when executed, will be) legal, valid and binding obligations of the County enforceable against the County under present law in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

SECTION 3.2. *Covenants by the County.* The County covenants with the Company as follows:

(a) The County agrees to do all things deemed reasonably necessary as requested by the Company in writing in connection with the Project including but not limited to the execution, delivery and performance of its obligations in the Documents and in accordance with the Act, all for the purposes of promoting industrial development, developing trade, and utilizing and employing the manpower and natural resources of the County and the State. Except as reasonably believed to be required by the County in the performance of its duties under statute or law, the County will take no action with respect to the Project unless authorized or requested to do so by the Company.

(b) Upon receipt of written request from the Company, the County agrees to consider any request the Company may make for an extension of the Investment Period in accordance with and up to the limits permitted under Section 12-44-30(13) of the Act. Such extension may be provided by a resolution of County Council. Upon the granting of any such extension the County agrees to cooperate with the Company by filing with the DOR a copy of such extension within 30 days of the date of execution thereof by the County. Such extension may be provided by a resolution of County Council.

SECTION 3.3. *Representations and Warranties of the Company.* The Company makes the following representations and warranties to the County:

(a) The Company is a corporation duly organized and validly existing under the laws of the State of South Carolina. The Company has full corporate power to execute the Documents

to which it is a party and to fulfill its obligations described in the Documents and, by proper corporate action, has authorized the execution and delivery of the Documents to which it is a party.

(b) Neither the execution and delivery of the Documents to which the Company is a party, nor the consummation and performance of the transactions described in the Documents violate, conflict with, or will, to its knowledge, result in a material breach of any of the material terms, conditions or provisions of any agreement, restriction, law, rule, order or regulation to which the Company is now a party or by which it is bound.

(c) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the Company wherein an unfavorable decision, ruling or finding would adversely affect the Company or the consummation of the transactions described in the Documents.

(d) All consents, authorizations and approvals required on the part of the Company in connection with the Documents and the transactions contemplated thereby and the acquisition, construction and installation of the Project have been obtained and remain in full force and effect or will be obtained.

(e) The Documents to which the Company is a party are (or, when executed, will be) legal, valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

(f) The cost of the Project will exceed thirty-five million (\$35,000,000) dollars.

(g) The Company will pay all reasonable costs of the County, including attorneys fees, incurred in connection with the authorization, execution and delivery of this Fee Agreement.

ARTICLE IV

COMMENCEMENT AND COMPLETION OF THE PROJECT

SECTION 4.1. *The Project.* The Company has acquired, constructed and/or installed or made plans for the acquisition, construction and/or installation of certain land and buildings, improvements, fixtures, machinery, equipment, and other personal property which comprise the Project. The Project will consist of facilities dedicated to the transmission of electricity.

Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be economic development property as defined under the Act, so long as such property meets the requirements of the Act.

Notwithstanding any other provision of this Fee Agreement, the Company may place real property and/or personal property into service at any time under this Fee Agreement.

SECTION 4.2. *Diligent Completion.* The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed; however, notwithstanding anything contained in this Fee Agreement to the contrary, the Company shall not be obligated to complete the acquisition of the Project and may terminate this Agreement with respect to all or portion of the Project as set forth in Article X herein.

SECTION 4.3. *Modifications to Project.* The Company may make or cause to be made from time to time any additions, modifications or improvements to the Project that it may deem desirable for its business purposes.

ARTICLE V

PAYMENTS-IN-LIEU-OF-TAXES; DISPOSITION OF PAYMENTS-IN-LIEU-OF-TAXES

SECTION 5.1. *Payments-in-Lieu-of-Taxes.* The parties acknowledge that under Article I, Section 3 of the South Carolina Constitution, the Project is exempt from ad valorem property taxes. However, the Company shall be required to make the Payments-in-Lieu-of-Taxes with respect to the Project as provided in this Section 5.1. In accordance with the Act, and unless this Fee Agreement is sooner terminated, the Company shall make annual Payments-in-Lieu-of-Taxes with respect to the Project, said payments being due and payable and subject to penalty assessments in the manner prescribed by the Act. Such amounts shall be calculated and payable as follows:

(a) The Company has agreed to make annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to the property taxes that would be due with respect to such property, if it were taxable, but using an assessment ratio of 6.0% and a millage rate of 317.863.

Subject in all events to the provisions of the Act, the fair market value estimate determined by the DOR will be as follows:

- (i) for real property, using the original income tax basis for South Carolina income tax purposes without regard to depreciation; provided, however, if real property is constructed for the fee or is purchased in an arm's length transaction, fair market value equals the original income tax basis; otherwise, the DOR will determine fair market value by appraisal; and
- (ii) for personal property, using the original income tax basis for South Carolina income tax purposes less depreciation allowable for property tax purposes, except that the Company is not entitled to extraordinary obsolescence.

(b) The Payments-in-Lieu-of-Taxes must be made on the basis that the Project property, if it were otherwise subject to ad valorem property taxes, would be allowed all applicable

exemptions from those taxes, except for the exemptions allowed under Section 3(g) of Article X of the South Carolina Constitution and Section 12-37-220(B)(32) and (34) of the Code of Laws of South Carolina, as amended.

(c) The Company shall make Payments-in-Lieu-of-Taxes for each year during the term hereof beginning with the tax year following the year the property is first placed in service. The Payments-in-Lieu-of-Taxes shall be made to the County Treasurer on the due dates which would otherwise be applicable for ad valorem property taxes for the Project, with the first payment being due on the first date following the delivery of this Fee Agreement when, but for this Fee Agreement, such taxes would have been paid with respect to the Project. Notwithstanding any other provision of this Section 5.1, the County hereby agrees that beginning with the first year the Company makes a Payment-in-Lieu of Taxes and each year thereafter for the first ten (10) years that Payments-in-Lieu of Taxes are made, the Company shall automatically be entitled to receive and take a credit against such Payments-in-Lieu of Taxes in an amount equal to the Annual Special Source Revenue Credit of twenty (20%) percent of the Payments-in-Lieu of Taxes.

(d) Any property placed in service as part of the Project during the Investment Period shall be included in the calculation of payments pursuant to paragraphs (a), (b) and (c), above, for a period not exceeding 20 years following the year in which such property was placed in service. Replacement Property shall be included (using its income tax basis) in the calculation of payments pursuant to paragraphs (a), (b) and (c), above, but only up to the original income tax basis of property which is being disposed of in the same property tax year. Replacement Property shall be deemed to replace the oldest property subject to the fee which is disposed of in the same property tax year that the Replacement Property is placed in service. More than one piece of property can replace a single piece of property. Replacement Property does not have to serve the same function as the property it is replacing. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the property which it is replacing, the portion of such property allocable to the excess amount shall be subject to annual payments calculated as if the exemption for economic development property under the Act were not allowed. Replacement Property is entitled to the fee payment pursuant to this Section 5.1 for the period of time remaining on the 20-year fee period for the property which it is replacing.

SECTION 5.2. Disposal of Property; Replacement Property.

(a) In any instance where the Company in its sole discretion determines that any item or items of property included in the Project have become, in whole or in part, inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company may remove such item (or such portion thereof as the Company shall determine) or items and sell, trade in, exchange or otherwise dispose of it or them (as a whole or in part) without any responsibility or accountability to the County therefor. The loss or removal from the Project of any property, or any portion thereof, as a result of fire or other casualty or by virtue of the exercise or threat of the power of condemnation or eminent domain shall be deemed to be a disposal of such property, or portion thereof, pursuant to this Section 5.2. Subject to the provisions of Section 5.1(d) and this Section 5.2 with respect to Replacement Property, the Payments-in-Lieu-of-Taxes required by Section 5 hereof shall be reduced by the amount thereof applicable to any property included in

the Project, or part thereof, disposed of, or deemed disposed of, pursuant to this Section 5.2. In the event that such disposal (without replacement) reduces the Company's gross investment below thirty-five (\$35,000,000) million dollars, then the Project shall revert to ad valorem taxation and this agreement shall terminate pursuant to Section 12-44-140 of the Act.

(b) The Company may, in its sole discretion, replace, renew or acquire and/or install other property in substitution for, any or all property or portions thereof disposed of, or deemed disposed of, pursuant to Section 5.2(a) hereof. Any such property may, but need not, serve the same function, or be of the same utility or value, as the property being replaced. Absent a written election to the contrary made at the time of filing the first property tax return that would apply to such property, such property shall be treated as Replacement Property.

SECTION 5.3. *Fee Term.* The applicable term of this Fee Agreement shall be measured for each Stage beginning from the last day of the property tax year in which the Project is placed in service in that Stage through the last day of the property tax year which is the nineteenth year following such year; provided, that the maximum term of this Fee Agreement shall not be more than 20 years from the end of the last year of the Investment Period. This Fee Agreement shall terminate with respect to the Project or any Stage or part thereof upon the earlier to occur of (a) payment of the final installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1 hereof, or (b) exercise by the Company of its option to terminate pursuant to Section 10.1 hereof.

SECTION 5.4. *Minimum Investment.* If the Company has not invested at least \$35 million in the Project during the Investment Period, subject to any extensions granted under Section 3.2(b), then the Project shall revert retroactively to ad valorem taxation as required under Section 12-44-140 of the Act and the Company shall, within 180 days of the end of the Investment Period, make payment to the County of the difference between the Payments-in-Lieu-of-Taxes actually made and the total retroactive amount referred to in this Section.

SECTION 5.5. *Multi-County Industrial and Business Park.* Upon attaining the permission of the City of Cayce and the County of Calhoun, the County agrees to amend an existing multi-county industrial and business park agreement (the "Multi-County Industrial and Business Park Agreement") to include the Project in such Multi-County Industrial and Business Park between the County and the County of Calhoun, pursuant to Section 13 of Article VIII of the South Carolina Constitution and Section 4-1-170, Code of Laws of South Carolina 1976, as amended, and to undertake and execute those procedures, instruments, ordinances, resolutions and documents as may be reasonably required to accomplish same.

ARTICLE VI

PROPERTY TAX EXEMPTION AND ABATEMENT

SECTION 6.1. *Protection of Tax Exempt Status of the Project.* In order to insure that the Project is not and will not become subject to ad valorem property taxes under the laws of the State of South Carolina or any political subdivision thereof, the County and the Company covenant that:

(a) all right and privileges granted to either party under this Fee Agreement or any other Documents shall be exercised so that if any conflict between this Section and any other provision in any document shall arise, then in that case, this Section shall control;

(b) the County and the Company have not knowingly committed or permitted and will not knowingly commit or permit (as to any act over which either has control) any act which would cause the Project to be subject to ad valorem property taxes by the County or political subdivision of the State of South Carolina in which any part of the Project is located; and

(c) the Company will maintain the identity of the Project as a "project" in accordance with the Act.

ARTICLE VII

EFFECTIVE DATE

SECTION 7.1. *Effective Date.* This Fee Agreement shall become effective upon its execution and delivery by the parties hereto unless a later date is specified herein.

ARTICLE VIII

SPECIAL COVENANTS

SECTION 8.1. *Confidentiality.* The County acknowledges and understands that the Company may have and maintain at the project certain confidential and proprietary information. The County agrees that, except as required by law, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, and without limiting the County's rights to inspect the Project as may otherwise be necessary to carry out its duties under law, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall disclose or otherwise divulge any such confidential or proprietary information to which it may become privy to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company may require the execution, to the extent permitted by law, of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections. In the event that the County is required to disclose any confidential or proprietary information obtained from the Company to any third party, the County agrees to provide the Company with maximum possible advance notice of such requirement before making such disclosure, and to cooperate with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

SECTION 8.2. *Indemnification Covenants*

(a) The Company shall and agrees to hold the County and its County Council members, officers, agents and employees harmless from all pecuniary liability in connection with those reasons set forth in (i) or (ii) of Section 8.2(b) and to reimburse them for all reasonable expenses to which any of them might be subject due to the approval and entering into of the documents or the fulfillment of their obligations under this Fee Agreement in the implementation of its terms and provisions.

(b) Notwithstanding the fact that it is the intention of the parties that neither the County nor any of its members, officers, agents and employees shall incur any pecuniary liability to any third-party (i) by reason of the terms of this Fee Agreement or the undertakings of the County required hereunder, or (ii) by reason of the performance of any act in connection with the entering into and performance of the transactions described in the Documents, if the County or any of its members, officers, agents or employees should incur any such pecuniary liability, then, in that event the Company shall indemnify and hold harmless the County and its members, officers, agents and employees against all pecuniary claims by or on behalf of any person, firm or Company, arising out of the same, and all costs and expenses incurred in connection with any such claim, and upon notice from the County, the Company at its own expense shall defend the County and its officers, agents and employees in any such action or proceeding.

(c) Notwithstanding the foregoing, the Company shall not be obligated to indemnify the County or any of its individual members, officers, agents and employees for expenses, claims, losses or damages arising from the intentional or willful misconduct or negligence of the County or any of its individual officers, agents or employees.

SECTION 8.3. *Assignment and Leasing.* To the maximum extent allowed by the Act, the County agrees to consider consent to the transfer or assignment of this Fee Agreement (which consent shall not be unreasonably withheld) in whole or in part by the Company or any transferee or assignee, and security or other interests in any or all of the interest of the Company in this Fee Agreement may be granted or assigned for any purpose, including but not limited to obtaining the Project or other financing, and the Project may be subleased or otherwise transferred or assigned in whole or in part by the Company. The County further agrees that, if future County consent is required by the Act, the County Council can provide any such consent by a resolution of County Council. The County Administrator and the Clerk to County Council are hereby expressly individually and jointly authorized and directed to evidence the County's consent by timely executing such documents as the Company may reasonably request. Further, for the purposes of this Fee Agreement and as noted in Article 5 herein, or so long as the County consents (which consent shall not be unreasonably withheld), a transaction or an event of sale, assignment, leasing, transfer of an interest herein, disposal, or replacement of all or part of the Project shall not be a termination of the Fee Agreement in whole or in part or a basis for changing the fee payments due under Section 12-44-50 of the Act.

ARTICLE IX

EVENT OF DEFAULT AND REMEDIES

SECTION 9.1. *Events of Default Defined.* The occurrence of any one or more of the following events shall be an "Event of Default" under this Fee Agreement:

(a) If the Company shall fail to make any Payment-in-Lieu-of-Taxes or any other amount required under this Fee Agreement and such failure shall continue for 30 days after receiving written notice of default from the County; or

(b) If the Company or the County shall fail to observe or perform any covenant, condition or agreement required herein to be observed or performed by the Company or the County (other than as referred to in Section 9.1(a) hereof), and such failure shall continue for a period of 30 days after written notice of default has been given to the Company by the County or to the County by the Company; provided if by reason of "force majeure" as hereinafter defined the Company or the County is unable in whole or in part to carry out any such covenant, condition or agreement or if it takes longer than 30 days to cure such default and the Company or the County is diligently attempting to cure such default, there shall be no Event of Default during such inability. The term "force majeure" as used herein shall mean circumstances not reasonably within the control of the parties, such as without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy; or

(c) If any material representation or warranty on the part of the Company or the County made in the Documents, or in any report, certificate, financial or other statement furnished in connection with the Documents or the transactions described in the Documents shall have been false or misleading in any material respect.

SECTION 9.2. *Remedies on Default.* Whenever any Event of Default shall have happened and be subsisting the County may take whatever action at law or in equity may appear legally required or necessary or desirable to collect the payments and other amounts then due or to enforce performance and observance of any obligation, agreement or covenant of the Company, under the Documents. Although the parties acknowledge that the Project is exempt from ad valorem property taxes, the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, exercise the remedies provided by general law (Title 12, Chapter 49) and the Act relating to the enforced collection of taxes.

SECTION 9.3. *No Additional Waiver Implied by One Waiver.* In the event any warranty, covenant or agreement contained in this Fee Agreement should be breached by the Company or the County and thereafter waived by the other party to this Fee Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

ARTICLE X

OPTION OF THE COMPANY

SECTION 10.1. *Option to Terminate.* From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time upon at least 30 days notice, the Company may terminate this Fee Agreement with respect to the entire Project or any portion thereof. Upon termination of all or part of this Fee Agreement, the Company will become liable for ad valorem property taxes on the Project or such portion thereof as is so terminated from inclusion in the Project.

ARTICLE XI

MISCELLANEOUS

SECTION 11.1. *Notices.* All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by facsimile or certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section 11.1:

If to the Company: South Carolina Electric & Gas Company
c/o SCANA Services Company
Attn: Tax Department
P.O. Box 764
Columbia, SC 29218
Attention: Barry Burnette
Director – Corporate Tax, Plans & Payroll
Facsimile: 803-933-8149

With A Copy To: John C. von Lehe, Jr.
Nelson Mullins Riley & Scarborough LLP
P.O. Box 1806
Charleston, SC 29402
Facsimile: 843-722-8700

If to the County: Lexington County Council, South Carolina
212 South Lake Drive
Lexington, SC 29072
Attention: Clerk to Council
Facsimile: 803-785-8101

With A Copy To: Jeffrey M. Anderson
Nicholson Davis Frawley Anderson & Ayer
140 E. Main Street

P.O. Box 489
Lexington, SC 29071-0489
Facsimile: 803-359-7478

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt; (2) by facsimile, 24 hours after confirmed transmission or dispatch; and (3) by certified mail, 3 business days after delivery to the U.S. Postal authorities by the party serving notice.

SECTION 11.2. *Binding Effect.* This Fee Agreement shall inure to the benefit of and shall be binding upon the County and the Company and their respective successors and assigns.

SECTION 11.3. *Invalidity and Severability.* In the event that the Act or the Payments-in-Lieu-of-Taxes arrangement described in Section 5.1 hereof is determined to be invalid in its entirety, the parties hereby agree that except as the final judicial decision may otherwise require, the Company shall be entitled to retain any benefits received under or pursuant to this Fee Agreement; otherwise, in the event any provision of this Fee Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Fee Agreement, unless that decision destroys the basis for the transaction, in which event the parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to the Company hereunder by either restructuring or reconstituting this Fee Agreement under any then applicable law, including but not limited to Chapter 20 of Title 4 and Chapter 12 of Title 4, Code of Laws of South Carolina, as amended.

SECTION 11.4. *Payments Due on Saturday, Sunday and Holidays.* Whenever any payment to be made hereunder shall be stated to be due on a Saturday, a Sunday or a holiday, such payment shall be made on the next business day.

SECTION 11.5. *Fiscal Year; Property Tax Year.* If the Company's fiscal year changes in the future so as to cause a change in the Company's property tax year, the timing of the requirements set forth in this Fee Agreement shall be revised accordingly.

SECTION 11.6. *Amendments, Changes and Modifications.* Except as otherwise provided in this Fee Agreement, this Fee Agreement may not be amended, changed, modified, altered or terminated without the written consent of the County and the Company. To the maximum extent allowed by law, any such County consent may be provided by a resolution of County Council.

SECTION 11.7. *Execution of Counterparts.* This Fee Agreement may be executed in several counterparts, only one of which shall be an original for Uniform Commercial Code perfection purposes; provided, however, that any action may be brought upon any counterpart of this Fee Agreement or any counterpart of any document that is attached to this Fee Agreement as an exhibit.

SECTION 11.8. *Law Governing Construction of Agreement.* The laws of the State of South Carolina shall govern the construction of this Fee Agreement.

SECTION 11.9. *Filings.* Whenever the County shall be required to file or produce any reports, notices or other documents during the Fee Term, the Company shall in due time furnish to the County the completed form of such report, notice or other required documents together with a certification by the Company that such document is accurate.

SECTION 11.10. *Headings.* The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

SECTION 11.11. *Further Assurance.* From time to time the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

[INTENTIONALLY BLANK]

IN WITNESS WHEREOF, LEXINGTON COUNTY, SOUTH CAROLINA, and the COMPANY, each pursuant to due authority, have duly executed this Fee Agreement, all as of the date first above written.

LEXINGTON COUNTY, SOUTH CAROLINA

M. Todd Cullum, Chairman
Lexington County Council

ATTEST:

Diana W. Burnett
Clerk, Lexington County Council

SOUTH CAROLINA ELECTRIC & GAS COMPANY

By _____
Kevin B. Marsh
Its: Senior Vice President & CFO

EXHIBIT A

DESCRIPTION OF LAND

ALL that certain pieces, parcels or tracts of land, situate, lying and being in Lexington County, South Carolina shown as “**41.42 AC.**” and “**19.39 AC.**” on that certain plat by Associated E&S, Inc. dated March 2, 2003 entitled “*PLAT PREPARED FOR SOUTH CAROLINA ELECTRIC & GAS CO SITE LOCATED IN LEXINGTON COUNTY, SOUTH CAROLINA*” and having such size, shape, metes, bounds and dimensions as are shown on said plat, reference thereto being made for a more complete and full description, a copy of said plat is attached hereto and incorporated by reference herein.

The above property having been conveyed to South Carolina Electric & Gas Company by the following deeds:

1. Deed of Edmund R. Taylor recorded January 30, 2004 at Book 8995, Page 238, Lexington County RMC Office.
2. Deed of Isaac H. Manning, Howard E. Manning, Jr., Thomas C. Manning, George T. Manning and Mariana T. Manning recorded January 8, 2004 at Book 8953, Page 261, Lexington County RMC Office.
3. Deed recorded December 1, 1997 at Book 318, Page 30, Lexington County RMC Office.

For reference see TMS: 005800-02-006
 005800-02-007
 006900-01-007

ORDINANCE NO. 06-02

**AN ORDINANCE TO AMEND ORDINANCE NO. 95-12 AS
AMENDED BY SUBSEQUENT ORDINANCES RELATING
TO THE JOINT COUNTY INDUSTRIAL PARK OF
LEXINGTON AND CALHOUN COUNTIES SO AS TO
ENLARGE THE PARK.**

WHEREAS, pursuant to Ordinance No. 95-12 enacted September 11, 1995, by Lexington County Council, Lexington County entered into an agreement for development of a joint county industrial and business park dated as of December 11, 1995, with Calhoun County (the "Original Agreement"), which Original Agreement was amended, pursuant to the authority contained in subsequent Ordinances enacted by Lexington County Council for Amendments to the Original Agreement (collectively referred to as the "Park Agreement"); and

WHEREAS, pursuant to Section 3 of the Park Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinances of the respective County Councils of Calhoun County and Lexington County; and

WHEREAS, it is now desired that the boundaries of the Park be enlarged; and

WHEREAS, the expansion of the Park shall include a certain tract of real estate described in the schedule attached to this Ordinance (as such description may be hereafter refined) ("Property") which is located within the City of Cayce, South Carolina ("Cayce"); and

WHEREAS, pursuant to S.C. Code Ann. § 4-1-170(c), Cayce must consent to the placement of such Property in the Park; and

WHEREAS, the County and Cayce desire to enter into an agreement delineating the division of revenues in the Park generated by the Property ("Agreement").

NOW, THEREFORE be it ordained by Lexington County Council that:

(1) The Park Agreement is hereby and shall be amended to include the Property and that the Chairman of Lexington County Council is hereby authorized to execute and deliver any desired amendments to the Park Agreement necessary to accomplish the within enlargement.

(2) That the Agreement Concerning Distribution of Fee-in-Lieu of Taxes for South Carolina Electric & Gas Company, shall be entered into by the County and that the Chairman of Lexington County Council is hereby authorized to execute and deliver said agreement in substantially the same form as is now before Council.

DONE in meeting duly assembled this ____ day of _____, 2006.

LEXINGTON COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
M. Todd Cullum, Chairman of County Council
Lexington County, South Carolina

ATTEST:

By: _____
Diana W. Burnett, Clerk to County Council
Lexington County, South Carolina

First Reading: _____
Second Reading: _____
Public Hearing: _____
Third Reading: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

I, the undersigned Clerk to County Council of Lexington County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of _____, 2006, _____, 2006 and _____, 2006, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

By: _____
Diana W. Burnett, Clerk to County Council
Lexington County, South Carolina

Dated: _____, 2006

EXHIBIT A

LAND DESCRIPTION

ALL that certain pieces, parcels or tracts of land, situate, lying and being in Lexington County, South Carolina shown as “**41.42 AC.**” and “**19.39 AC.**” on that certain plat by Associated E&S, Inc. dated March 2, 2003 entitled “*PLAT PREPARED FOR SOUTH CAROLINA ELECTRIC & GAS CO. SITE LOCATED IN LEXINGTON COUNTY, SOUTH CAROLINA*” and having such size, shape, metes, bounds and dimensions as are shown on said plat, reference thereto being made for a more complete and full description, a copy of said plat is attached hereto and incorporated by reference herein.

The above property having been conveyed to South Carolina Electric & Gas Company by the following deeds:

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For reference see TMS: 005800-02-006
 005800-02-007
 006900-01-007

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF LEXINGTON)
COUNTY OF CALHOUN)
AMENDMENT OF AGREEMENT
OF JOINT COUNTY INDUSTRIAL PARK
OF LEXINGTON AND CALHOUN
COUNTIES

THIS AGREEMENT for an amendment of an agreement for the development of a joint county industrial park located within Lexington County, South Carolina, and Calhoun County, South Carolina, dated December 11, 1995, by and between the County of Lexington and the County of Calhoun both political subdivisions of the State of South Carolina (the "Agreement"), as previously amended, is made and entered into as of this ____ day of _____, 2006, by and between the parties hereto ("Amended Agreement").

RECITALS

WHEREAS, pursuant to the Agreement, Lexington County, South Carolina ("Lexington County") and Calhoun County, South Carolina ("Calhoun County"), have determined that, in order to promote economic development and thus provide additional employment opportunities within both of said counties, there has been established in Lexington County and Calhoun County a Joint County Industrial Park (the "Park"); and

WHEREAS, as a consequence of the establishment of the Park, property therein is exempt from ad valorem taxation, but the owners or lessees of such property are required to pay annual fees in an amount equal to that amount for which such owner or lessee would be liable except for such exemption or as otherwise agreed pursuant to applicable laws; and

WHEREAS, pursuant to the Agreement, Lexington County and Calhoun County have agreed to accept responsibility for the costs of infrastructure, maintenance, management, promotional costs, and other appropriate costs associated with the establishment and operation of the Park; and

WHEREAS, Lexington County and Calhoun County desire to amend the Agreement, as previously amended, by this Amended Agreement as more specifically provided below;

NOW, THEREFORE, in consideration of the mutual agreement, representation and benefits contained in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **Binding Agreement.** This Amended Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Lexington County and Calhoun County, their successors and assigns.

2. **Authorization.** Article VIII, Section 13(d), of the Constitution of South Carolina (the "Constitution") provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a means by which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability for school districts. Section 4-1-170, Code of Laws of South Carolina, 1976, as amended ("Section 4-1-170"), satisfies the conditions imposed by Article VIII, Section 13(d), of the Constitution and provides the statutory vehicle whereby a joint county industrial park may be created.

3. **Amendment to the Agreement.** As of the date of this Amended Agreement, the Agreement, as previously amended, is hereby further amended, in accordance with Section 3 of the Agreement, so as to expand the Park premises in Lexington County by the addition of one(1) tract of real estate, said real estate comprising a project which is subject to a fee-in-lieu agreement between Lexington County and South Carolina Electric & Gas Company dated _____, 2006. Said tract is described on Exhibit A attached hereto, the description of which may be clarified by agreement of the parties.

4. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Amended Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Amended Agreement.

5. **Termination.** All other terms and conditions of the Agreement as previously amended shall remain in full force in effect.

6. **Execution in Counterparts.** This agreement may be executed in any number of counterparts with the same effect as if all the parties had signed the same document.

WITNESS our hands and seals this _____ day of _____, 2006.

[SIGNATURES ON FOLLOWING PAGES]

**EXECUTION PAGE
TO**

AMENDMENT OF AGREEMENT FOR JOINT COUNTY INDUSTRIAL PARK

LEXINGTON COUNTY COUNCIL:

By: _____
M. Todd Cullum, Chairman of County Council
Lexington County, South Carolina

By: _____
Diana W. Burnett, Clerk to County Council
Lexington County, South Carolina

**EXECUTION PAGE
TO
AMENDMENT OF AGREEMENT FOR JOINT COUNTY INDUSTRIAL PARK**

CALHOUN COUNTY COUNCIL:

By: _____
David K. Summers, Jr., Chairman of County Council
Calhoun County, South Carolina

ATTEST:

By: _____
Donna R. Allread, Clerk, County Council
Calhoun County, South Carolina

EXHIBIT A

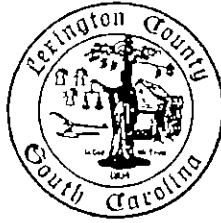
LAND DESCRIPTION

ALL that certain pieces, parcels or tracts of land, situate, lying and being in Lexington County, South Carolina shown as “**41.42 AC.**” and “**19.39 AC.**” on that certain plat by Associated E&S, Inc. dated March 2, 2003 entitled “*PLAT PREPARED FOR SOUTH CAROLINA ELECTRIC & GAS CO. SITE LOCATED IN LEXINGTON COUNTY, SOUTH CAROLINA*” and having such size, shape, metes, bounds and dimensions as are shown on said plat, reference thereto being made for a more complete and full description, a copy of said plat is attached hereto and incorporated by reference herein.

The above property having been conveyed to South Carolina Electric & Gas Company by the following deeds:

1. Deed of Edmund R. Taylor recorded January 30, 2004 at Book 8995, Page 238, Lexington County RMC Office.
2. Deed of Isaac H. Manning, Howard E. Manning, Jr., Thomas C. Manning, George T. Manning and Mariana T. Manning recorded January 8, 2004 at Book 8953, Page 261, Lexington County RMC Office.
3. Deed recorded December 1, 1997 at Book 318, Page 30, Lexington County RMC Office.

For reference see TMS: 005800-02-006
 005800-02-007
 006900-01-007



COUNTY OF LEXINGTON, SOUTH CAROLINA

ORDINANCE 06-03 AN ORDINANCE ADOPTING AN ANNUAL BUDGET FOR FISCAL YEAR 2006-07

WHEREAS, South Carolina Code § 4-9-120 and § 4-9-130 require that County Council shall adopt an annual budget; and

WHEREAS, the annual budget shall be based upon estimated revenues and shall provide appropriations for County operations and debt service for all County departments and agencies.

NOW, THEREFORE, be it ordained and enacted by the Lexington County Council as follows:

SECTION 1 - GENERAL

The fiscal year 2006-07 County budget for Lexington County, South Carolina, a copy of which is attached hereto and incorporated herein by way of reference, is hereby adopted.

SECTION 2 - COUNTY OPERATIONS TAX LEVY

There shall be levied, for County operations on all taxable property in Lexington County, sufficient taxes to fund the referenced budget in the number of mills allowed in Code Section 6-1-320. (Specifically, all operating millage amounts are increased by the amount of the increase in the consumer price index for the preceding calendar year.)

SECTION 3 - DEBT SERVICE TAX LEVY

The County Auditor is hereby authorized and directed to levy millages for all county and special district debt service funds in amounts sufficient to retire their respective debts.

SECTION 4 - MILLAGE AGENCY TAX LEVY

There shall be levied, for millage agencies (Lexington County Recreation and Aging Commission, Irmo-Chapin Recreation Commission, Midlands Technical College, Riverbanks Park, Irmo Fire District) on all taxable property in their respective districts, sufficient taxes to fund their respective budgets in the number of mills, allowed in Code Section 6-1-320. (Specifically, all agency millage amounts are increased by the amount of the increase in the consumer price index for the preceding calendar year.)

SECTION 5 - BUDGETARY ESTIMATES

Anticipated revenues are stated as estimates and the respective appropriations are maximum and conditional. Should actual funding sources for any such fund be less than projected, the Administrator shall reduce budgeted expenditures attributable to said fund.

SECTION 6 - BUDGETARY CONTROL

Departments and/or other organizational units are bound to the appropriated expenditures incorporated herein. Upon the written request of the department head, the County Administrator, or his designated representative, is hereby authorized to effect transfers between line items.

Any departments which overspend their spending levels for two consecutive months shall have sufficient personnel in their department removed from the County payroll to fully compensate, prior to June 30, 2007, the impending overrun.

SECTION 7 - LINE ITEM CARRYOVERS

Any line items previously appropriated and/or properly encumbered as of June 30, 2006, shall be carried forward as an appropriation of fiscal year 2006-07 upon the recommendation of the County Administrator, and by passage of a budgetary amendment resolution by County Council.

SECTION 8 - NEW GRANTS

Grant funds applied for or received after the budget year, and therefore not stated in this budget ordinance, shall, by passage of a budgetary amendment resolution by County Council authorizing the acceptance of the grant and its appropriations, be accounted for in appropriate special revenues funds. The specific grant provisions shall direct the manner of expenditure of these funds.

SECTION 9 - OTHER MISCELLANEOUS RECEIPTS

Revenues other than those originally budgeted may be expended as directed by their respective revenue source after they are accepted and appropriated by the County Council by passage of the budgetary amendment resolution. Such funds include, but are not limited to, contributions, donations, special events, insurance and similar recoveries. These funds may be appropriated for any costs or overruns or new projects upon approval of County Council.

SECTION 10 - LINE OF CREDIT AUTHORIZATION

From time to time it may be necessary for the administration of the County (or any other agency for which the county levies taxes) to borrow in anticipation of tax revenues to guarantee continuity in regular operations. To provide for such contingencies, the administration of the county (or the respective agencies) is hereby authorized to borrow in anticipation of ad valorem tax collections. Such authorization may only be exercised upon certification of need by both the County Treasurer and the Finance Director (or the CEO of the agency and the Chief Financial Officer) and any amount borrowed must be obtained at the lowest possible interest rate and repaid as quickly as practical.

SECTION 11 - SEVERABILITY

If for any reason any provision of this Ordinance shall be declared invalid or unconstitutional, such shall not affect the remaining provisions of this Ordinance.

This Ordinance shall become effective July 1, 2006.

Enacted this _____ day of _____, 2006.

M. Todd Cullum, Chairman

ATTEST:

Diana W. Burnett, Clerk

First Reading:

Second Reading:

Public Hearing:

Third & Final Reading:

Filed w/Clerk of Court:

COMMITTEE REPORT

RE: Lexington County Airport at Pelion - Hangar Leases

DATE: April 12, 2006

COMMITTEE: Airport Committee

MAJORITY REPORT: Yes

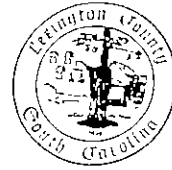
The Airport Committee met on Tuesday, April 11, 2006 to discuss a proposal from Ms. Katherine Doucett, Human Resource Director and Assistant County Administrator to increase the lease rate for t-hangars at the Lexington County Airport at Pelion.

Ms. Doucett stated the current lease for a 42' by 33' t-hangar is \$125/month and the lease of the 36' by 44' hangar is \$150/month. She said with the pending addition of the 24-hour/day fuel service at the County's airport in May 2006, she is recommending that the 42' by 33' t-hangars be increased from \$125/mo to \$150/month and that the 36' by 44' hangar be increased from \$150/month to \$175/month. The new lease rates would take effect on 7/1/06

The committee voted to recommend to full Council to approve increasing the lease rates on the 42' by 33' t-hangars to \$150/month and the 36' by 44' hangar to \$175/month effective 7/1/06.

COUNTY OF LEXINGTON

INTER-OFFICE MEMORANDUM



TO: Art Brooks, County Administrator
FROM: Katherine Doucett, Human Resources Director/Assistant County Administrator
DATE: April 3, 2006
SUBJECT: Lexington County Airport at Pelion – Hangar Leases

In preparation for the upcoming budget discussions, the County has surveyed the prevailing hangar lease rates from adjoining public airports. The current lease for a 42' by 33' t-hangar at the Lexington County Airport at Pelion is \$125/month. Similar t-hangars lease for \$170/month at Owens Field and \$200/month at Eagle Aviation (Columbia Metropolitan Airport).

In light of the pending addition of 24 hr/day fuel service at the County's airport, the staff recommendation is to increase the 42' by 33' t-hangar lease rate from \$125/month to \$150/month, effective 7/1/06. Similarly, the staff recommendation is to increase the 36' by 44' hangar from \$150/month to \$175/month, effective 7/1/06. These recommendations are reflected in the proposed airport budget for FY 06/07.

In order to meet the lease agreement sixty (60) day advanced notification requirement, I am requesting the opportunity to discuss the monthly lease rate recommendations with the Airport Committee at the County Council meeting scheduled for April 11, 2006.

If any additional information is needed, please let me know.

COMMITTEE REPORT

RE: South Carolina Department of Commerce - Division Aeronautics Grant Request

DATE: April 12, 2006

COMMITTEE: Airport Committee

MAJORITY REPORT: Yes

The Airport Committee convened on Tuesday, April 11, 2006 to consider a grant request from Ms. Katherine Doucett, Human Resource Director and Assistant County Administrator.

Ms. Doucett had requested authorization to apply for a grant from the South Carolina Department of Commerce /Division of Aeronautics for grass overseeding and fertilization in safety areas that border the runway and taxiway areas at the Lexington County Airport at Pelion.

Ms. Doucett stated the grant (\$16,335) is a 75/25 percent grant with the County's portion being \$4,084.00. If the grant is approved, a budget amendment resolution will be issued to transfer funds from Fund 2000 - Economic Development.

The committee voted to recommend to full Council to approve staff's request to move forward with the grant application.

COUNTY OF LEXINGTON
FINANCE DEPARTMENT

interoffice

MEMORANDUM

to: County Council

from: Kristi Hornsby, Manager of Grants Administration

subject: South Carolina Department of Commerce / Division of Aeronautics
(SCDOA) Grant Request – Airport Grassing Improvements

date: April 4, 2006

A grant from the South Carolina Department of Commerce / Division of Aeronautics for grass over seeding and fertilization in safety areas that border the runway and taxiway areas at the Lexington County Airport at Pelion is attached.

This is a 75% / 25% grant. The total cost of the project is \$16,335; therefore, the match required of the County is \$4,084. We are respectfully requesting your approval to apply for this grant.

COUNTY OF LEXINGTON

INTER-OFFICE MEMORANDUM



TO: Kristi Hornsby, Grants Manager
FROM: Katherine Doucett, Human Resources Director/Assistant County Administrator
DATE: April 3, 2006
SUBJECT: SCDOA Grant Request – Airport Grassing Improvements

Please find the enclosed South Carolina Department of Commerce/Division of Aeronautics grant application for grass overseeding and fertilization in safety areas that border the runway and taxiway areas at the Lexington County Airport at Pelion. A budget amendment is also included for your review.

If you have any questions, or need any additional information, please let me know.

PROJECT APPLICATION
(For State Aid for Development of Public Airports)

DOA No _____

Date 4/26/06

PART I - PROJECT INFORMATION

The County of Lexington
(herein called the "Sponsor" hereby makes application to the South Carolina Department of Commerce/Division of Aeronautics (herein designated the "Division") for a grant of State funds pursuant to applicable statutes, regulations, and policies, for the purpose of aiding in financing a project (herein called the "Project") for the development of the Lexington County Airport at Pelion (herein called the "Airport") located in the county of Lexington in the State of South Carolina.

It is proposed that the project consist of the following described airport development:

Grass overseeding and fertilization in the safety areas that border the runway and taxiway areas,

all as more particularly described in the plans and specifications separately submitted to the Division on April 26, 2006, which are made a part hereof by reference.

PART II - REPRESENTATIONS

The Sponsor hereby represents and certifies as follows:

1. Legal Authority. The Sponsor has the legal power and authority:
 - (A) To do all things necessary to undertake and carry out the Project in conformity with the applicable statutes, regulations, and policies;
 - (B) To accept, receive and disburse grants of funds from the State of South Carolina in aid of the project on the terms and conditions stated in the applicable statutes, regulations, policies, and proposed grant agreement, and;
 - (C) To carry out all of the provisions of Parts III and IV of this Project Application.
2. Funds. The Sponsor now has on deposit \$ \$4,084.00 for use in defraying the costs of the Project. The present status of these funds is as follows: available.

The Sponsor hereby designates Naturechem, Inc. to receive payments representing the Division's share of the Project costs.

PART III - SPONSOR ASSURANCES

In order to furnish the Division with the Sponsor's assurances required by the applicable statutes, regulations, policies, and proposed grant agreement, the Sponsor hereby covenants, and agrees with the Division as follows:

1. The covenants shall become effective upon acceptance by the Sponsor of State Aid for the Project or any portion thereof, through the Division, and shall constitute a part of the Grant Agreement thus formed. These covenants shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty (20) years from the date of acceptance of State Aid for the Project.
2. In the event that the Airport and the facilities covered by the Project are not maintained for public use as outlined in this application for the full twenty (20) years, the Sponsor agrees upon demand to promptly reimburse the Division the amount of the Grant.
3. The Sponsor agrees that it will safely and efficiently operate the Airport for the use and benefit of the public on fair and reasonable terms without discrimination.
4. The Sponsor will suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes, and will not permit any activity which could interfere with its use for aeronautical purposes other than temporary periods of snow, flood, or other climatic conditions which could interfere detrimentally with such operation and maintenance. Essential facilities, including night lighting systems, when installed, will be operated in such manner as to assure their availability to all users of the Airport.
5. The Sponsor will not enter into any transactions which could operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible under the applicable statutes, ordinances, regulations and policies to assume such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor, the Sponsor will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with the applicable statutes, ordinances, regulations, policies, and covenants of this agreement.
6. The Sponsor will maintain a current layout plan of the Airport having the current approval of the Division, showing existing landing areas, approach zones, clearance zones, building areas, and proposed future development areas. The Sponsor will conform to the current Airport layout plan then in effect in making any future

improvements or changes at the Airport. The Sponsor shall furnish the Division a current Airport layout plan of the Airport and shall be responsible for furnishing to the Division such information as is necessary to keep this plan up to date, to include plans and specifications, agreements with contractors, and any other information relative to the work of or for the accomplishments of the project or projects.

7. The Sponsor shall maintain the approaches to the airport in compliance with appropriate guidelines set forth in FAA Part 77 or other guidelines approved in writing by the Division. Submittal of this Application is evidence on the part of the Sponsor to take appropriate actions to clear and maintain the approaches to the satisfaction of the Federal Aviation Administration and the Division.
8. Affidavit of non-collusion - state and federal law (code of laws of South Carolina, section 39-3-10, et seq, 39-5-10, et seq.; 15 U. S. code, section 1) are designed to insure that any bids received by Sponsor under this grant shall be competitive and free of collusion. As a condition precedent to the award of any contract for this project there must be filed a sworn statement executed by or on behalf of any person, firm, association, or corporation submitting a bid on any such contract to be awarded; said sworn statement shall certify that such a person, firm, association, or corporation submitting a bid on any such contract to be awarded; has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. This sworn statement shall be in the form of an affidavit executed and sworn to be the bidder before a person who is authorized by the laws of his state to administer oaths. The original of such sworn statement shall also include a provision to the effect that all legal formalities required for the proper execution of affidavits, it shall not be a defense to such charge of perjury that said formalities required for the proper execution of affidavits pursuant to state law have been complied with. Thereafter, in any prosecution against any person, firm, association, or corporation for perjury committed in the submission of said affidavits, it shall not be a defense to such charge of perjury that said formalities were not in fact complied with. The Sponsor, as part of this grant, agrees to require affidavit of non-collusion of prospective bidder in the form attached thereto as Exhibit A.
9. The Sponsor will furnish a set of "As Built Plans" for the current project to the Division within ninety (90) days after completion of this project.
10. The Sponsor shall provide a qualified Resident Inspector who will be responsible for the approval of all materials and workmanship, will maintain a daily project diary, submit weekly progress reports to the Division, and maintain and provide documentation and certification to the Division that the work and materials comply with the plans and specifications. The requirement for a Resident Inspector does not apply to projects under the direct control and supervision of an independent registered

professional engineer, architect, or construction manager hired by the Sponsor, in which event the Sponsor agrees to contractually obligate the independent professional engineer, architect, or construction manager to assume the within responsibilities, including, but not limited to, quality control as to materials and workmanship, and certification to Division that work and materials comply with plans and specifications.

11. The Sponsor covenants and agrees to disburse funds derived from the Division solely in aid of the Project on the terms and conditions stated in this agreement. The Sponsor will obtain an audit to comply with the Single Audit Act of 1984, Public Law 98-502 and the implementing guidelines set forth in Office of Management and Budget Circular A-128 for any fiscal year in which any of the Project Funds are expended. The Sponsor will forward to the Division a copy of the resulting audit reports along with a plan for corrective action for any findings or questioned costs related to the Project; within thirty (30) days after the audit report is issued.
12. The Sponsor agrees that significant activities to accomplish the project shall commence within one (1) year from the date of grant shall be revoked and the funds re-allocated.
13. The Sponsor agrees that these covenants and grant applications shall be binding on itself, successors and assignees, and further covenants that it has the legal authority to enter into this agreement.

Signature of Sponsoring Agency's Representative

Representative Title

ATTACHMENT A

THE FOLLOWING IS A SUMMARY OF THE ESTIMATED COSTS OF THE PROJECT

ITEM	TOTAL ESTIMATED COST	ESTIMATED SPONSOR'S SHARE OF COST	ESTIMATED FED. SHARE OF COST	ESTIMATED STATE SHARE OF COST
		AMOUNT	AMOUNT	AMOUNT
1. PLANNING COST				
2. LAND COST				
3. CONSTRUCTION COST	\$16,335.00	\$4,084.00		\$12,251.00
4. ENGINEERING COST				
5. ADMINISTRATIVE COST				
7. MISCELLANEOUS				
8. TOTAL ALL ESTIMATED PROJECTED COST	\$16,335.00	\$4,084.00		\$12,251.00

ATTACHMENT B
DOCUMENTATION SUPPORT

1. Is this project a result of facility requirements determined by a master plan, airport layout plan, the South Carolina Airport System Plan, or a revision to the airport layout plan? If so, indicate FAA or DOA approval date: _____

2. Does this project require an Environmental Impact Assessment (EIAS) report under the National Environmental Policy Act of 1969 (NEPA)? _____ Yes ☒ No
3. Status of EIAS N/A _____

4. Have all previous projects that involved federal and/or state funds been completed? _____ Yes ☒ No **(Fuel Farm project underway; est. completion: 4/06)**
5. If the state is unable to participate to its maximum extent, what is the sponsor's ability to fund a share greater than the state match?

The project will be delayed if state funding is not possible.

6. Name of Regional Planning Division in which airport is located.
Midlands/Columbia
7. Has Federal Application Form 424 been submitted to the Inter-agency Council on Public Transportation (State Clearinghouse) in accordance with Section 57-3-1050?
☒ Yes _____ No
8. The following action has been taken by the local governing body to provide steps toward protective zoning of the airspace and land surrounding the airport. Describe actions by the Sponsor and governing body related to land use planning and zoning ordinances.

The County is actively monitoring and protecting all required airspace from obstacles and is in compliance with local zoning requirements.

9. Anticipated date construction or planning project is to commence:

Start Date: 5/1/06

Ending Date: 7/31/06

ATTACHMENTS

Project Justification – Exhibit 1

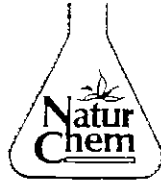
Engineer's Estimate – Exhibit 1

Estimated quantities and cost – Exhibit 1

Project Sketch -- Exhibit 2

Federal Application Form 424 – Exhibit 3

(Revised: August 08, 2005)



270 BRUNEP ROAD • LEXINGTON, SOUTH CAROLINA 29072 • (803) 957-8989 • FAX (803) 957-1043

March 17, 2006

County of Lexington
212 South Lake Drive
Lexington, SC 29072-3437

Attn: Katherine Doucett
County Administrator

Re: Pelion Airport / Lexington County

Dear Ms. Doucett:

Thank you for taking the time to visit with me last week. NaturChem is pleased to offer the following proposal to over seed the safety areas that border the runway and taxiways at the Pelion Airport. The areas requiring seeding are estimated to be 30 acres. This is based on 75 ft swath on each side of the runway and taxiway. If the area seeded was reduced to 50 ft. the total area would not exceed 20 acres. The goal of this project is to establish a suitable ground cover and mono-culture turf to prevent erosion as well as improve the aesthetics of the facility. Our scope of work is outlined below:

Prior to the start of the project, NaturChem will treat the area that requires seeding to provide a total kill of the undesirable vegetation. Once the vegetation is under control, the area will be disc plowed to prepare the ground for seeding and fertilization. This prep work will allow for good seed and soil contact to provide optimum germinating conditions. Once the seeding and fertilization is completed the area will be disc again to ensure good seed and soil contact. All prep work is included in the over seeding prices below:

Over Seeding/Ground Prep

Glyphosate application

Disc Plowed

Fertilizer

19-19-19 / 500 lbs per acre

Common Bermuda Seed

100 lbs per acre

Disc Plowed (2nd time)

Over seeding can be provided for .0125 cents per square ft or \$544.50 per acre.

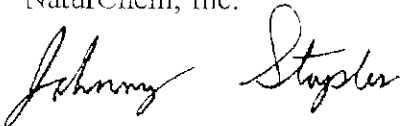
Total cost for 30 acres is \$16,335.00

Terms

1. NaturChem will maintain adequate insurance.
2. Payment due thirty (30) days after invoice date.
3. NaturChem will provide an updated Certificate of Insurance upon receipt of an order.

Thank you for allowing us the opportunity to provide this proposal. If you have any questions please call me at 803-608-0429.

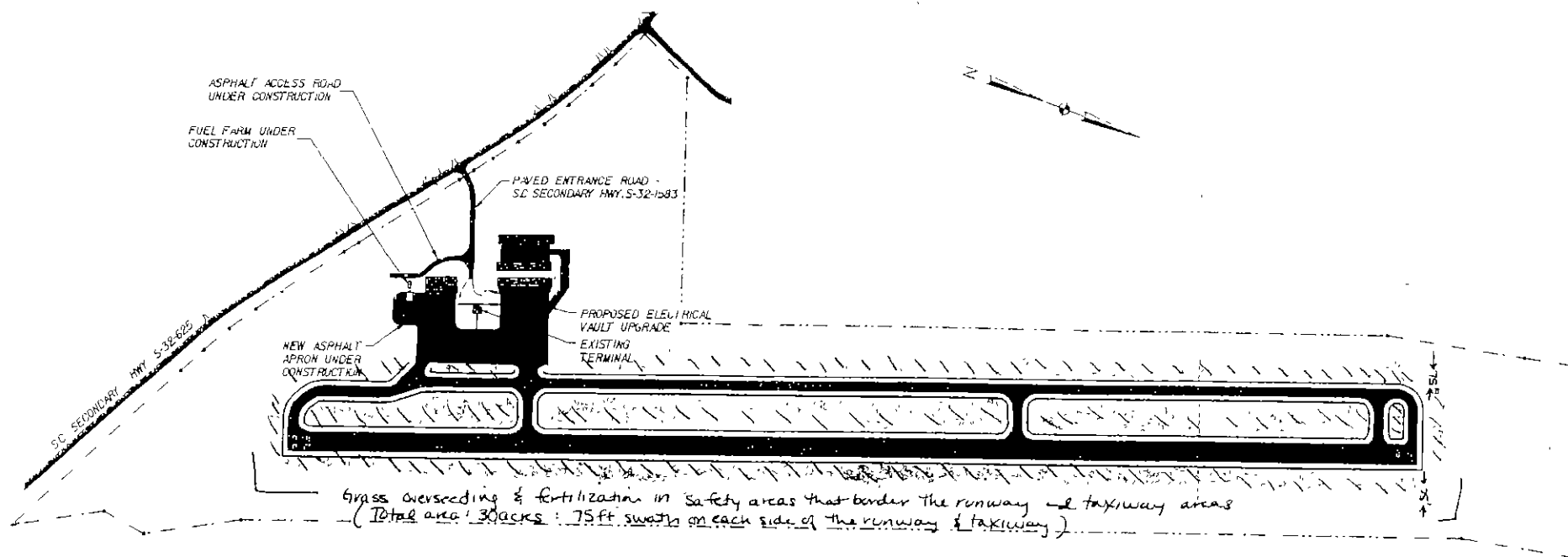
Sincerely,
NaturChem, Inc.

A handwritten signature in cursive script that reads "Johnny Staples".

Johnny Staples PhD.
Turf Manager

Handwritten initials "ER" enclosed within a hand-drawn circle.

4/06



LEGEND

- APRON AND TAXIWAY RECONSTRUCTION
- RUNWAY IMPROVEMENTS (SURVEY, TESTING, AND DESIGN ONLY)
- T-HANGAR AND APRON
- ELECTRICAL UPGRADE PHASE I (ELECTRIC VAULT DESIGN AND CONSTRUCTION)
- ELECTRICAL UPGRADE PHASE II (RUNWAY AND TAXIWAY LIGHTING AND SIGN RELOCATION - DESIGN ONLY)
- EXISTING PROPERTY LINE

REV. NO.	DATE	REVISION	DESCRIPTION OF REVISION

DESIGNED BY: EDA	DATE: 07-31-02
DRAWN BY: EDA	DATE: 07-31-02
CHECKED BY: CSE	DATE: 07-31-02

PLANS PREPARED BY: Willbur Smith Associates	PLANS PREPARED FOR: LEXINGTON COUNTY AIRPORT PELTON, SOUTH CAROLINA	REQUEST FOR 4D SKETCH:
PROJECT NO. (HUNT)	PROJECT NO. (HUNT)	NO. 01 OF 01

Exhibit 2

APPLICATION FOR FEDERAL ASSISTANCE		2. DATE SUBMITTED 4/26/2006	Applicant Identifier
1. TYPE OF SUBMISSION <i>Application</i> <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction	<i>Pre-application</i> <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION			
Legal Name Lexington County Airport at Pelion		Organizational Unit Department Lexington County Council	
Organizational DUNS 030115885		Division	
Address: Street 212 S. Lake Drive		Name and telephone number of the person to be contacted on matters involving this application (give area code)	
City Lexington		Prefix Ms. First Name Katherine	
County Lexington		Middle Name L	
State SC Zip Code 29072-3437		Last Name Doucett	
Country USA		Suffix	
		Email kdoucett@lex-co.com	
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 5 7 — 6 0 0 0 3 7 9		Phone Number (give area code) 803-785-8225	Fax Number (give area code) 803-785-8379
8. TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See instructions for description of letters) <input type="checkbox"/> <input type="checkbox"/> Other (specify)		7. TYPE OF APPLICANT: (See instructions for Application Types) County Other (specify)	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 2 0 • 1 0 6 TITLE (Name of Program) Airport Improvement Program		9. NAME OF FEDERAL AGENCY: Federal Aviation Administration	
12. AREAS AFFECTED BY PROJECT (Cities, Counties, State, etc.): Lexington County, South Carolina		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT. Grass overseeding and fertilization in safety areas that border the runway and taxiway areas	
13. PROPOSED PROJECT Start Date 5/1/2006 Ending Date 7/31/2006		14. CONGRESSIONAL DISTRICTS OF. a Applicant Second b Project Second	
15. ESTIMATED FUNDING: a Federal b Applicant c State \$12,251.00 d Local \$4,084.00 e Other f. Program Income g TOTAL \$16,335.00		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? a Yes. <input type="checkbox"/> THIS PREAPPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE: b No. <input checked="" type="checkbox"/> PROGRAM IS NOT COVERED BY E.O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
		17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes If "Yes", attach an explanation. <input checked="" type="checkbox"/> No	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE GOVERNING BODY OF THE APPLICANT HAS DULY AUTHORIZED THE DOCUMENT, AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED			
a. Authorized Representative			
Prefix Ms. First Name: Katherine		Middle Name: L.	
Last Name: Doucett		Suffix	
b Title Human Resources Director/Assistant County Administrator		c Telephone Number (give area code): 803-785-8225	
d. Signature of Authorized Representative		e Date Signed April 26, 2006	

BUDGET AMENDMENT RESOLUTION

Amendment No. 06-079 Minutes Refer: April 4, 2006 Effective Date: May 1, 2006

It is hereby Resolved that the Current Budget be amended as follows:

(X) Appropriation Transfer: Amount: \$4,084.00

<u>From:</u>	<u>To:</u>
Fund: 2000 ECONOMIC DEVELOPMENT	Fund: 2000 ECONOMIC DEVELOPMENT
Dept: 181100 ECONOMIC DEVELOPMENT PROJECTS	Dept: 181100 ECONOMIC DEVELOPMENT PROJECTS
Acct: 539900 UNCLASSIFIED	Acct: 835800 REL TO PELION AIRPORT

(X) Supplemental Appropriation (X) Increase () Decrease Amount: \$16,355.00

<u>Appropriation</u>	<u>Revenue</u>
Fund: 5800 LEXINGTON COUNTY AIRPORT @ PELION	Fund: 5800 LEXINGTON COUNTY AIRPORT @ PELION
Dept: 580020 AIRPORT - PROJECTS	Dept: 000000 NO COST CENTER
Acct: 5A6XXX GRASS OVER SEEDING & FERTILIZATION	Source: 458003 STATE AERONAUTICS FUNDS 12,251
	822000 REL FROM ECONOMIC DEVELOPMENT 4,084
	<u>16,335</u>

PURPOSE (DESCRIBE):

TO TRANSFER MATCHING FUNDS FOR THE SOUTH CAROLINA DEPARTMENT OF COMMERCE/DIVISION OF AERONAUTICS GRANT AND TO APPROPRIATE GRANT FUNDS INTO THE GRASS OVER SEEDING & FERTILIZATION ACCOUNT.

Signatures.

Johnny W. Jeffcoat

John W. Carrigg, Jr.

George "Smokey" H. Davis

William C. Derrick

M. Todd Culum

Joseph W. Owens

Debra B. Summers

James E. Kinard, Jr.

Bobby C. Keisler

COUNTY OF LEXINGTON
LEXINGTON COUNTY AIRPORT AT PELION
Combined Annual Budget
Fiscal Year 2005-06

Fund: 5800
Division: Airport

	BUDGET					
Summary Page	2003-04 Actual	2004-05 Actual (May)	2004-05 Amended (May)	2005-06 Approved	2005-06 Revised	BAR 06-079

Activity From Operations:

Revenues:

439900 Misc Fees, Permits, and Sales	0	130	0	0	0	0
450000 Rental Income	0	5,730	9,012	18,024	18,024	0
457001 FAA Funding (AIP)	0	0	216,172	998,925	998,925	0
458003 State Aeronautics Funds	0	0	16,938	26,287	38,538	12,251
461000 Interest Income	0	1,059	750	0	0	0
822000 RET from Economic Development	250,000	43,050	43,050	26,288	30,372	4,084
Total Revenue	250,000	49,969	285,922	1,069,524	1,085,859	16,335

Expenses:

Total Personnel & Operating	2,379	7,751	18,325	17,424	17,424	0
Depreciation	0	0	0	0	0	0
Capital Outlay	2,200	246,204	513,018	1,052,100	1,068,435	16,335
Total Expense	4,579	253,955	531,343	1,069,524	1,085,859	16,335

Noncash Expenses:

Depreciation: Add Back In	0	0	0	0	0	0
Net Cash	245,421	(203,986)	(245,421)	0	0	0

Income Calculation:

Capital Outlay: Add Back In	2,200	246,204	513,018	1,052,100	1,068,435	16,335
Net Income (Loss)	247,621	42,218	267,597	1,052,100	1,068,435	16,335

FUND BALANCE

Beginning - Cash/Fund Balance	245,421	0	0	0
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FUND BALANCE

End of Year - Projected - Cash/Fund Balance	0	0	0	0
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COUNTY OF LEXINGTON
LEXINGTON COUNTY AIRPORT AT PELION
Annual Budget
Fiscal Year 2005-06

Fund: 5800
Division: Airport
Organization: 580010 - Airport Administration

		BUDGET				
Object Expenditure	2003-04	2004-05	2004-05	2005-06	2005-06	BAR
Code Classification	Expenses	Expenses	Amended	Amended	Revised	06-079
		(May)	(May)			
Personnel						
* Total Personnel	0	0	0	0	0	0
Operating Expenses						
520200 Contracted Services	0	338	2,000	3,750	3,750	0
520300 Professional Services	2,170	5,235	11,290	3,750	3,750	0
520400 Advertising & Publicity	0	0	500	500	500	0
520500 Legal Services	0	0	0	1,500	1,500	0
521000 Office Supplies	0	5	125	40	40	0
521100 Duplicating	0	0	50	75	75	0
521200 Operating Supplies	209	0	200	250	250	0
524000 Building Insurance	0	1,022	1,023	1,075	1,075	0
525000 Telephone	0	73	300	600	600	0
525004 WAN Service Charges	0	0	275	0	0	0
525210 Conference & Meeting Expense	0	0	650	610	610	0
525230 Subscriptions, Dues, & Books	0	0	250	250	250	0
525390 Utilities - Pelion Airport	0	1,078	1,500	3,000	3,000	0
529903 Contingency	0	0	162	2,024	2,024	0
* Total Operating	2,379	7,751	18,325	17,424	17,424	0
** Total Personnel & Operating	2,379	7,751	18,325	17,424	17,424	0
Capital						
540000 Small Tools & Minor Equipment	0	0	0	400	400	0
540010 Minor Software	0	0	500	200	200	0
All Other Equipment	2,200	246,204	247,602			
549904 Capital Contingency (Match for Capital Improv.)			22,366	0	0	0
** Total Capital	2,200	246,204	270,468	600	600	0
*** Total Expenses	4,579	253,955	288,793	18,024	18,024	0

NOTE: Administration Expenses Reported in Dept. 999900
in FY 2004 - 2005.

COUNTY OF LEXINGTON
LEXINGTON COUNTY AIRPORT AT PELION
Annual Budget
Fiscal Year 2005-06

Fund: 5800

Division: Airport

Organization: 580020 - Airport - Projects

		BUDGET				
Object Expenditure		2003-04	2004-05	2004-05	2005-06	2005-06
Code	Classification	Expenses	Expenses	Amended	Amended	Revised
			(May)	(May)		
	Capital					
	All Other Equipment	0	0	242,550		
5A6229	Electrical/Lighting System - Replacement				351,000	351,000
5A6230	1-Hangar and Apron Expansion				700,500	700,500
	Grass Over Seeding & Fertilization				0	16,335
	** Total Capital	0	0	242,550	1,051,500	1,067,835

*** Total Expenses	0	0	242,550	1,051,500	1,067,835	16,335
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